

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 26				
2. CONTRACT NO. M67854-02-A-9013		3. AWARD/EFFECTIVE DATE 14-Sep-2006		4. ORDER NUMBER 0018		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 MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY MCSC CONTRACTING OFFICES CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6050				CODE M67854		
17a. CONTRACTOR/OFFEROR INFORMATION NETWORK SYSTEMS, INC. (INS) 2003 S EASTON RD # 308 DOYLESTOWN PA 18901-2723 TEL. FACILITY CODE		CODE 9V892		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022				CODE M67443		
<input type="checkbox"/> 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 <input checked="" type="checkbox"/> 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) \$2,070,034.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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 INS Proposal <input checked="" type="checkbox"/> OFFER DATED <u>13-Sep-2006</u> 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			
							14-Sep-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil						

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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Labor/Monthly Report IPD Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 13 September 2006. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN FK - M6785406RC00018 FFP FOB: Destination MILSTRIP: M6785406RC00018	194,369	Each	\$1.00	\$194,369.00

NET AMT

\$194,369.00

ACRN FK
CIN: M6785406RC000180001AA

\$194,369.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		390,000	Each	\$1.00	\$390,000.00
	ACRN FL - M6785406RC00020				
	FFP				
	FOB: Destination				
	MILSTRIP: M6785406RC00020				
	PURCHASE REQUEST NUMBER: M6785406RC00020				

NET AMT	\$390,000.00
---------	--------------

ACRN FL	\$390,000.00
CIN: M6785406RC000200001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		225,000	Each	\$1.00	\$225,000.00
	ACRN FM - M6785406RC00028				
	FFP				
	FOB: Destination				
	MILSTRIP: M6785406RC00028				
	PURCHASE REQUEST NUMBER: M6785406RC00028				

NET AMT	\$225,000.00
---------	--------------

ACRN FM	\$225,000.00
CIN: M6785406RC000280001AC	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		21,900	Each	\$1.00	\$21,900.00
	ACRN FN - M9545006RCR5085				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR5085				
	PURCHASE REQUEST NUMBER: M9545006RCR5085				

NET AMT	\$21,900.00
---------	-------------

ACRN FN	\$21,900.00
CIN: M9545006RCR50850001AD	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		10,000	Each	\$1.00	\$10,000.00
	ACRN FP - M9545006RCR5086				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR5086				
	PURCHASE REQUEST NUMBER: M9545006RCR5086				

NET AMT	\$10,000.00
---------	-------------

ACRN FP	\$10,000.00
CIN: M9545006RCR50860001AE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		98,000	Each	\$1.00	\$98,000.00
	ACRN FQ - M9545006RCR5087				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR5087				
	PURCHASE REQUEST NUMBER: M9545006RCR5087				

NET AMT	\$98,000.00
---------	-------------

ACRN FQ	\$98,000.00
CIN: M9545006RCR50870001AF	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		2,548	Each	\$1.00	\$2,548.00
	ACRN FR - M9545006RCR5088				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR5088				
	PURCHASE REQUEST NUMBER: M9545006RCR5088				

NET AMT	\$2,548.00
---------	------------

ACRN FR	\$2,548.00
CIN: M9545006RCR50880001AG	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	ACRN FS - M9545006RCR5089	1,500	Each	\$1.00	\$1,500.00
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR5089				
	PURCHASE REQUEST NUMBER: M9545006RCR5089				

NET AMT	\$1,500.00
---------	------------

ACRN FS	\$1,500.00
CIN: M9545006RCR50890001AH	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	ACRN FX - M9545006RCR6059	30,000	Each	\$1.00	\$30,000.00
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR6059				
	PURCHASE REQUEST NUMBER: M9545006RCR6059				

NET AMT	\$30,000.00
---------	-------------

ACRN FX	\$30,000.00
CIN: M9545006RCR60590001AJ	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK	ACRN FT - M9545006RCR6060 FFP FOB: Destination MILSTRIP: M9545006RCR6060 PURCHASE REQUEST NUMBER: M9545006RCR6060	14,000	Each	\$1.00	\$14,000.00

NET AMT \$14,000.00

ACRN FT \$14,000.00
CIN: M9545006RCR60600001AK

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL	ACRN FU - M9545006RCR6062 FFP FOB: Destination MILSTRIP: M9545006RCR6062 PURCHASE REQUEST NUMBER: M9545006RCR6062	18,000	Each	\$1.00	\$18,000.00

NET AMT \$18,000.00

ACRN FU \$18,000.00
CIN: M9545006RCR60620001AL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AM		23,786.66	Each	\$1.00	\$23,786.66
	ACRN FV - M9545006RCR6063				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR6063				
	PURCHASE REQUEST NUMBER: M9545006RCR6063				

NET AMT	\$23,786.66
---------	-------------

ACRN FV	\$23,786.66
CIN: M9545006RCR60630001AM	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AN		145,000	Each	\$1.00	\$145,000.00
	ACRN FW - M9545006RCR6064				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RCR6064				
	PURCHASE REQUEST NUMBER: M9545006RCR6064				

NET AMT	\$145,000.00
---------	--------------

ACRN FW	\$145,000.00
CIN: M9545006RCR60640001AN	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP		800,930.34	Each	\$1.00	\$800,930.34
	Labor - Incrementally Funded				
	FFP				
	See Limitation of Government Obligation Clause, Section Two				
	FOB: Destination				

NET AMT	\$800,930.34
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN FK - M6785406RC00018 FFP FOB: Destination MILSTRIP: M6785406RC00018 PURCHASE REQUEST NUMBER: M6785406RC00018	10,000	Each	\$1.00	\$10,000.00

NET AMT	\$10,000.00
---------	-------------

ACRN FK CIN: M6785406RC000180002AA	\$10,000.00
---------------------------------------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	ACRN FL - M6785406RC00020 FFP FOB: Destination MILSTRIP: M6785406RC00020 PURCHASE REQUEST NUMBER: M6785406RC00020	70,000	Each	\$1.00	\$70,000.00

NET AMT \$70,000.00

ACRN FL \$70,000.00
CIN: M6785406RC000200002AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	ACRN FM - M6785406RC00028 FFP FOB: Destination MILSTRIP: M6785406RC00028 PURCHASE REQUEST NUMBER: M6785406RC00028	10,000	Each	\$1.00	\$10,000.00

NET AMT \$10,000.00

ACRN FM \$10,000.00
CIN: M6785406RC000280002AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	ACRN FW - M9545006RCR6064 FFP FOB: Destination MILSTRIP: M9545006RCR6064 PURCHASE REQUEST NUMBER: M9545006RCR6064	5,000	Each	\$1.00	\$5,000.00

NET AMT \$5,000.00

ACRN FW \$5,000.00
 CIN: M9545006RCR60640002AD

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
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0001AC	N/A	N/A	N/A	Government
0001AD	N/A	N/A	N/A	Government
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0001AK	N/A	N/A	N/A	Government
0001AL	N/A	N/A	N/A	Government
0001AM	N/A	N/A	N/A	Government
0001AN	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 15-SEP-2006 TO 14-SEP-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A
0001AH	N/A	N/A	N/A	N/A
0001AJ	N/A	N/A	N/A	N/A
0001AK	N/A	N/A	N/A	N/A
0001AL	N/A	N/A	N/A	N/A
0001AM	N/A	N/A	N/A	N/A
0001AN	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

FK: 97X8242PCF4 250 67854 067443 2D PCF406
 COST CODE: 6RC00018907V
 AMOUNT: \$204,369.00
 CIN M6785406RC000180001AA: \$194,369.00
 CIN M6785406RC000180002AA: \$10,000.00

FL: 176110627A0 250 67854 067443 2D M67854
 COST CODE: 85406RC00020
 AMOUNT: \$460,000.00
 CIN M6785406RC000200001AB: \$390,000.00
 CIN M6785406RC000200002AB: \$70,000.00

FM: 176110627A0 250 67854 067443 2D M67854
 COST CODE: 85406RC00028
 AMOUNT: \$235,000.00
 CIN M6785406RC000280001AC: \$225,000.00
 CIN M6785406RC000280002AC: \$10,000.00

FN: 9750400MBHA 250 67854 067443 2D 0TM056 00006RCR5085
AMOUNT: \$21,900.00
CIN M9545006RCR50850001AD: \$21,900.00

FP: 9750400MBHA 250 67854 067443 2D 0TN045 00006RCR5086
AMOUNT: \$10,000.00
CIN M9545006RCR50860001AE: \$10,000.00

FQ: 9750400MBHA 250 67854 067443 2D 0TN04B 00006RCR5087
AMOUNT: \$98,000.00
CIN M9545006RCR50870001AF: \$98,000.00

FR: 9750400MBHA 250 67854 067443 2D 0SN051 00006RCR5088
AMOUNT: \$2,548.00
CIN M9545006RCR50880001AG: \$2,548.00

FS: 9750400MBHA 250 67854 067443 2D 0TN043 00006RCR5089
AMOUNT: \$1,500.00
CIN M9545006RCR50890001AH: \$1,500.00

FT: 9760400MBAC 250 67854 067443 2D 0DN601 00006RCR6060
AMOUNT: \$14,000.00
CIN M9545006RCR60600001AK: \$14,000.00

FU: 9760400MBAC 250 67854 067443 2D 0DN605 00006RCR6062
AMOUNT: \$18,000.00
CIN M9545006RCR60620001AL: \$18,000.00

FV: 9760400MBAC 250 67854 067443 2D 0DS061 00006RCR6063
AMOUNT: \$23,786.66
CIN M9545006RCR60630001AM: \$23,786.66

FW: 9760400MBHA 250 67854 067443 2D 0SN061 00006RCR6064
AMOUNT: \$150,000.00
CIN M9545006RCR60640001AN: \$145,000.00
CIN M9545006RCR60640002AD: \$5,000.00

FX: 9760400MBHA 250 67854 067443 2D 0TN063 00006RCR6059
AMOUNT: \$30,000.00
CIN M9545006RCR60590001AJ: \$30,000.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order 0018 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to

specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT:

ACRN >>	Labor	Travel/ODC	T&M Support	Total
FK	194369.00	10000.00	0.00	\$204,369.00
FL	390000.00	70000.00	0.00	\$460,000.00
FM	225000.00	10000.00	0.00	\$235,000.00
FN	21900.00	0.00	0.00	\$21,900.00
FP	10000.00	0.00	0.00	\$10,000.00
FQ	98000.00	0.00	0.00	\$98,000.00
FR	2548.00	0.00	0.00	\$2,548.00
FS	1500.00	0.00	0.00	\$1,500.00
FT	14000.00	0.00	0.00	\$14,000.00
FU	18000.00	0.00	0.00	\$18,000.00
FV	23786.66	0.00	0.00	\$23,786.66
FW	145000.00	5000.00	0.00	\$150,000.00
FX	30000.00	0.00	0.00	\$30,000.00
Total	\$1,174,103.66	\$95,000.00	\$0.00	\$1,269,103.66

The total amount of funding available for payment under this task order is \$1,269,103.66.

3. **PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
4. **INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
5. **PROJECT OFFICER:** The Project Officer under this order is:

Mr. David Waisanen 703.432.3016
david.waisanen@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

6. **INVOICES:**

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP² using the embedded feature, then send email notification of your invoice postings to kristin.ashcraft.ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9013

Task Order Number: 0018

The contractor shall bill labor monthly in accordance with the following invoicing matrix:

CLIN 0001 Modify Delete	Total
10/15/2006	164586.0
11/15/2006	164586.0
12/15/2006	164586.0
01/15/2007	164586.0
02/14/2007	164586.0
03/16/2007	164586.0
04/15/2007	164586.0
05/16/2007	164586.0
06/15/2007	164586.0
07/16/2007	164586.0
08/15/2007	164586.0
09/15/2007	164588.0
Total	\$1,975,034.00

7. DELIVERY DESTINATION:

CG MCSC ATTN: David Waisanen
 2200 LESTER ST
 QUANTICO, VA 22134

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A**9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

10. PERIOD OF PERFORMANCE - The period of performance for this effort is 12 months beginning **15 September 2006**. There is one (1) award term option remaining on this task Order.

11. DFAR 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)

(a) Contract line item **0001** is incrementally funded. The sum of **\$1,174,103.66** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in

the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

On execution of contract	\$1,269,103.66
NTE 12/15/2007	\$ 266,977.00
NTE 03/15/2007	\$ 266,977.00
NTE 06/15/2007	\$ 266,976.34

(End of clause)

SECTION THREE

STATEMENT OF WORK FOR INTERNATIONAL PROGRAMS DIRECTORATE

INTERNATIONAL PROGRAMS SUPPORT

Acquisition, Logistics & Administrative

1.0 Scope. The Marine Corps Systems Command (MCSC), International Programs Directorate (IPD), is responsible for all aspects of Foreign Military Sales case management and International Cooperative Programs (ICPs). The IPD Special Projects team also provides support and expertise in response to National Defense Strategy operations, to include Operation Iraqi Freedom (OIF) initiatives. Staff functions include staff talks, trade shows, and international travel directed by the Commanding General, necessitating significant liaison and coordination activities with MCSC, HQMC, and foreign country representatives. MCSC IPD ICP requirements focus on Comparative Testing Office (CTO) programs (Foreign Comparative Testing (FCT)), Quick Reaction Special Programs, Technology Transition Initiative, Data Defense Exchange Agreements (DDEAs), and Foreign Disclosure and Technology Transfer, and execution of delegated disclosure authority. Additionally, the MCSC IPD is actively engaged in a variety of FMS cases ranging from active business development of Amphibious Assault Vehicle (AAV/RAM) opportunities, to radar and air defense systems technical management. The pace and volume of the Marine Corps' expanding global involvement necessitates that IPD program staff augment their office operations with a comprehensive, cohesive support structure to ensure foreign customer requirements and cooperative relationships are managed effectively. The nature of FMS cases creates demands for a multi-disciplined support infrastructure that integrates key disciplines of program management (e.g., finance, technical analysis), acquisition, logistics, and administration into each and every case. The scope of this effort is to provide on-going business, program, logistics and general technical support for the IPD with an emphasis on financial and logistics management, economic and technical analysis of business development opportunities, and program management of all facets of active FMS cases. This effort will also support financial and accounting operations primarily at HQMC, on-site, with significant liaison at MCSC and other government locations necessitated by the demands of the program sponsors.

1.1 Background. Currently, the IPD has an active case load of ninety programs, including the AAV/RAM Rebuild program, Egyptian TPS-59V3E Long Range Radar, TPS-59M/34 Radar, SPS-48E Landbased Radar, the Bahraini TPS-59(V)3B, and the Kuwaiti Low Altitude Surveillance System (LASS). FMS Case Managers are the primary advocates for individual countries relative to specific acquisition requirements established under their FMS case(s). The Case Manager is responsible for case development and execution, from pre-acquisition planning through final delivery, and ultimately FMS case closure. The Case Manager is the focal point of liaison between the U.S. Government, industry, and the foreign customer. This encompasses responsibility for total case execution, including acquisition, financial management, reconciliation and closure. Key performance facets of the IPD's FMS programs include development of acquisition strategies, budget exhibits, support analysis and case management oversight responsibilities. ICP requirements demand a comprehensive program approach to identify and assess emerging programs and requirements sponsored by foreign governments on behalf of the Marine Corps. This includes coordination and execution of requirements identified during this process that illustrate promising technologies, material solutions, and other products of potential benefit to the Marine Corps. The IPD anticipates an increase in the volume of requirements in

support of the Warfighter in response to the needs identified by the operating Marine Forces and the Combatant Commanders. This is a high-visibility effort due to the ambitious undertaking of these constituent offices to support the GWOT and the rapid exploitation of foreign military capabilities using supplemental funding. Work efforts will require extensive travel and Flag level briefings and interface representing MCSC initiatives and related, emerging program requirements. Supporting the mission of Special Projects includes teaming with selected MCSC Product Group Directorates (PGDs) and Program Managers (PMs) involving international related requirements in support of these efforts.

2.0 General Requirements. The Contractor shall provide continuous support for MCSC IPD initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage		Para	Metric
Program / Business Analysis & FMS Case Support	60%	2.1.1	
Technical & Logistics FMS Case Support	30%	2.1.2	Ref: QASP
FMS Case Management & Administration	10%	2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

2.1.1. Business / Program Analysis & FMS Case Support. The MCSC IPD is responsible for establishing viable technical program requirements on behalf of foreign customers, executing selected strategies, and acting as the procuring agent for resulting acquisitions. Within this framework exist critical requirements for maintaining a viable business support operation that manages program fiscal documents, produces ad hoc and required status reports, and executes necessary actions on behalf of Case Managers. Another facet of IPD operations includes management operations associated with various ICP and other IP requirements (e.g., Foreign Disclosure/Technology Transfer, FCT, Defense Acquisition Challenge Program (DACP), coordinating specific matters relating to national security, (i.e. technology transfer, foreign disclosure, and HQMC/Joint Staff taskers), export licenses, and compliance with US and International law). The IPD is also engaged in providing support to National Defense Strategy initiatives, to include acquiring foreign equipment solutions. The Contractor is responsible for supporting these activities with an expert understanding of FMS business requirements and operations coupled with the ability to implement a tailored support infrastructure for handling financial, technical and programmatic requirements associated with the priorities of FMS cases and ICP programs. A key element of this support framework includes the ability to provide expert business and program assessments to IP staff, produce viable analysis through structured methods, and provide assistance with all types of document preparation. Additional support requirements on behalf of ICP projects will focus on identifying critical path requirements affecting Research and Development (R&D) investment, acquisition risk, and test requirements.

2.1.1.1 Business and Financial Management Support. The IPD Program Office is responsible for a variety of MCSC and USN-sponsored initiatives to exploit candidate foreign technologies and to develop cooperative investment efforts. This effort will support financial and accounting operations primarily at HQMC, on-site, with significant liaison at MCSC and other government locations necessitated by the demands of the program sponsors. The Contractor is responsible for supporting these efforts by providing management of the Defense Acquisition Challenge Program (DACP), financial management of all CTO programs, and coordinating specific matters relating to national security, (i.e. technology transfer, foreign disclosure, and HQMC/Joint Staff taskers).

2.1.2 Logistics & Technical FMS Case Support. The MCSC IPD is responsible for material acquisition management on behalf of foreign customers with an emphasis on logistics functions (e.g., delivery schedules, maintenance, product acceptance, etc.) under the aegis of "total package approach." The IPD also provides expertise in support of National Defense Strategy initiatives, to include the identification of foreign equipment solutions to meet immediate Operating Forces requirements. Key facets of this requirement include interacting with Contractor and MCLB-Albany, GA supply chain operations to reconcile deliveries, spares management, and other logistics elements on behalf of foreign customers. Another facet of this requirement includes technical assessments of foreign customer requirements to develop optimal case summaries that assist with identifying business opportunities. Business opportunities must go through a structured assessment of the viability of their technical requirements, risk assessment, and develop a formal recommendation as to the viability of investment. The Contractor is responsible for supporting an effective logistics planning and execution strategy consistent with FMS case guidance, contract objectives, and priorities established collaboratively between the customer, IPD, and other stakeholders. Additional case support requirements include execution of applied technical and business / investment analysis, recommendations for course of action (COA) selection based upon technical risk and other program considerations, and tracking the progress of in-process cases.

2.1.3 FMS Case Management & Administration. The MCSC IPD is responsible for establishing a cohesive technical management framework that ensures foreign interest requirements are satisfied within negotiated FMS case constraints and that technical and program objectives associated with ICP priorities are accomplished consistent with negotiated responsibilities. Critical requirements within this framework include executing a fluid logistics management process (e.g., tariffs, shipping, customs, transportation, warranties, etc.) to accommodate foreign customers, as well as management of business, financial, and technical processes that reflect program priorities (e.g., investment, product, activity levels). The Contractor is responsible for supporting the overall effectiveness of the technical management program with expert analysis of critical path operations activities, staffing to support program priorities, and overall execution of the integrated support requirements. Ancillary requirements include coordinating actions (e.g., preparing memoranda, reports, supporting documentation) and on-going requirements for tracking program related activities such as schedules, investment, deliverables, and actions items. Additional requirements include providing technical support at IPTs and ensuring the overall effectiveness of the technical management program (e.g., products, issues, status tracking). Specific responsibilities between the Government and Contractor, as well as a final schedule of activities (e.g. Work Breakdown Structure (WBS)) and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

3.0 Facilities, Travel, and ODCs. The Contractor is required to provide facilities for meetings and IPT's (e.g., 10-20 personnel), as well as a suitable infrastructure (e.g., workstations, data management tools, licenses) to execute program requirements. This also includes sufficient space to maintain program archives (e.g., document library, database) throughout the course of performance. Local travel is anticipated in support of this effort with additional requirements for CONUS / OCONUS travel in excess of ten consecutive days (10-days) per event. Other Direct Charges (ODCs) associated with the cost of business (e.g., cellular service, special computer applications, etc.) must be identified in the proposal for consideration.. Access to Government buildings will be granted for support staff and network accounts established. Travel outside the local region is anticipated. Local travel for both prime and team members are reimbursed only from the prime vendor facility to MCSC and will be reimbursed in accordance with the Joint Travel Regulations.

Attachment 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the International Programs (IP) task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. The IP office will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOss Contracting Officer. The Technical Representative will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- Approve priorities of support, resources, and associated schedules.

3. Surveillance Methods. Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP and the standards are delineated by WBS element in the Performance Requirements Survey (PRS) table at Enclosure 1:

Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

Inspections: A qualitative inspections can be accomplished through one of the following techniques:

Random or Stratified Sampling: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

Periodic Inspection, Judgmental Inspection or Planned Sampling: This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis.

4. Performance Requirements. The performance requirements set forth in this section correspond to the SOW paragraphs delineated in the table. Enclosure (1) of this document provides standards for performance for specific requirements:

Business / Program Analysis & FMS Case Support. The Contractor will be evaluated on the quality of their overall business and program strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This includes the use of corporate quality practices, resolutions of invoice anomalies, WBS compliance, and effectiveness of their overall contract management team.

Logistics & Technical FMS Case Support. The Contractor will be evaluated on the effectiveness of their FMS support operations, compliance with performance standards reflecting task priorities, and responsiveness to work requirements.

FMS Case Management & Administration. The Contractor will be evaluated on the effectiveness of their IP management and support operations, compliance with performance standards reflecting task priorities, and responsiveness to work requirements.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ¹	Method of Surveillance
Business / Program Analysis & FMS Case Support	2.1.1	Acceptable performance has been met when the operations and management infrastructure effectively supports the priorities and objectives of the task on a consistent, measurable basis, and has been accepted by the government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Logistics & Technical FMS Case Support	2.1.2	Acceptable performance has been met when the IP support program consistently meets the priorities and objectives of the task and has been and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
FMS Case Management & Administration	2.1.3	Acceptable performance has been met when the IP support program consistently meets the priorities and objectives of the task and has been and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration

¹ Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .95 standard compliance – Acceptable; and <.85 – unacceptable. For the first award term, a contractor must receive a rating of .85 or greater. To qualify for a second award term, a contractor must receive an rating of .95 or greater.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 14	
2. CONTRACT NO. M67854-02-A-9013		3. AWARD/EFFECTIVE DATE 13-Dec-2006		4. ORDER NUMBER 0019		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR INFORMATION NETWORK SYSTEMS, INC. (INS) 2003 S EASTON RD # 308 DOYLESTOWN PA 18901-2723 TEL. FACILITY CODE		CODE 9V892		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022		CODE M67443	
<input type="checkbox"/> 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 <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,148,222.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> 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 INS Proposal <input checked="" type="checkbox"/> OFFER DATED <u>20-Nov-2006</u> 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	
						13-Dec-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@uscsmc.mil			

**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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 (<i>Pnnt</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP PM Motor Transport Operation and Logistic Support services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 20 November 2006. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN HD - M9545007RC65103 FFP FOB: Destination MILSTRIP: M9545007RC65103 PURCHASE REQUEST NUMBER: M9545007RC65103	1,088,620	Each	\$1.00	\$1,088,620.00

NET AMT

\$1,088,620.00

ACRN HD
CIN: M9545007RC651030001AA

\$1,088,620.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ACRN HC - M9545007RC55200 FFP FOB: Destination MILSTRIP: M9545007RC55200 PURCHASE REQUEST NUMBER: M9545007RC55200	28,102	Each	\$1.00	\$28,102.00

NET AMT	\$28,102.00
---------	-------------

ACRN HC CIN: M9545007RC552000001AB	\$28,102.00
---------------------------------------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN HD - M9545007RC65103 FFP FOB: Destination MILSTRIP: M9545007RC65103 PURCHASE REQUEST NUMBER: M9545007RC65103	31,500	Each	\$1.00	\$31,500.00

NET AMT	\$31,500.00
ACRN HD CIN: M9545007RC651030002AA	\$31,500.00

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
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

HC: 17511095045 250 67854 067443 2D 504503
 COST CODE: 45007RC55200
 AMOUNT: \$28,102.00
 CIN M9545007RC552000001AB: \$28,102.00

HD: 17611095230 250 67854 067443 2D M95450
 COST CODE: 00007RC65103
 AMOUNT: \$1,120,120.00
 CIN M9545007RC651030001AA: \$1,088,620.00
 CIN M9545007RC651030002AA: \$31,500.00

AWARD TERMS AND CONDITIONSSECTION TWO

1. Blocks 19-24 – Schedule of Supplies/Services: **Task Order 0019** is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

Funds Available For Payment

ACRN >>	Labor	Travel/ODC	T&M Support	Total
HC	28102	0.00	0.00	\$28,102.00
HD	1088620	31500.00	0.00	\$1,120,120.00
Total	\$1,116,722.00	\$31,500.00	\$0.00	\$1,148,222.00

The total amount of funding available for payment on this task order is **\$1,148,222.00**.

3. **PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.

4. INSPECTION AND ACCEPTANCE: All deliveries shall be inspected and accepted at point of destination.

5. PROJECT OFFICER: The Project Officer (e.g., sponsor) for this order is:

Andrew Faulkner 703.432.3563

andrew.m.faulkner@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

6. INVOICES:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP² using the embedded feature, then send email notification of your invoice postings to kristin.ashcraft.ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract: M67854-02-A-9013

Task Order: 0019

The contractor shall bill labor monthly under CLIN 0001 in accordance with the following invoicing matrix:

CLIN 0001 Modify Delete	Total
01/15/2007	93060.0
02/14/2007	93060.0
03/16/2007	93060.0
04/15/2007	93060.0
05/16/2007	93060.0
06/15/2007	93060.0
07/16/2007	93060.0
08/15/2007	93060.0
09/15/2007	93060.0
10/15/2007	93060.0
11/15/2007	93060.0
12/15/2007	93062.0
Total	\$1,116,722.00

7. DELIVERY DESTINATION:

CG MCSC ATTN: Andrew Faulkner
2200 LESTER ST
QUANTICO, VA 22134

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A**9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.****10. PERIOD OF PERFORMANCE -** The period of performance for this effort is 12 months beginning 15 December 2006. There is one (1) award term option remaining on this task Order.

SECTION THREE
STATEMENT OF WORK FOR
PROGRAM MANAGER, MOTOR TRANSPORT
OPERATIONS & LOGISTICS SUPPORT
Acquisition, Logistics, & Administration

1.0 Scope. The scope of this effort is to provide on-going technical, logistics, and operations support to the Marine Corps Systems Command (MCSC), Program Manager, Motor Transport (PM/MT). Within this task area are requirements to support the Light Vehicle Fleet, Medium Vehicle Fleet, and Heavy Vehicle Fleet with strategic business and technical planning, provide liaison support at key Marine Corps sites¹, provide on-site logistics support at Marine Corps Logistics Base, Albany GA (MCLB-A)², and to maintain on-site management of the Transportation Demonstration Support Area (TDSA) at Quantico VA. Principal efforts include implementation of an overall safety and engineering quality assurance program across all product lines; development of a strategic plan through coordination with the Marine Corps Combat Development Command (MCCDC), OPFORs, and HQMC, Programs and Requirements (P&R); on-site logistics support to MCLB-A logistics element managers and OPFOR liaison, and maintenance management of the TDSA site.

1.1 Background. PM/MT is responsible for providing the OPFORs with acquisition and lifecycle management of all Marine Corps tactical motor transport systems. PM/MT manages and supports diverse mission requirements ranging from acquisition management of new Marine Corps motor transport items and life cycle management of Marine Corps motor transport legacy fleets, to procurement and management of containers. Within this framework, the office must accomplish comprehensive program efforts (e.g., budget, schedules, interfaces with OPFORs, and supplement resource levels). The PM/MT is also responsible for tracking and ensuring motor transport fleet readiness throughout the Marine Corps, through SLEP and IROAN programs. Light Fleet programs include: High Mobility Multi-Wheeled Vehicle (HMMWV), the Lightweight Prime Mover, Interim Fast Attack Vehicle (IFAV), Military Motorcycle (MILMO), and the Family of Tactical Trailers (FTT) programs. Medium Fleet programs include: Medium Tactical Vehicle Replacement (MTVR), 5-ton legacy fleet, the MTVR Trailer program, and the MTVR Tractor Program. Heavy Vehicle Fleet programs include the Logistics Vehicle System Replacement (LVS); Flatrack Refueling Capability (FRC); M970 Interim Replacement Vehicle; P-19 fire truck; Family of Containers; Family of Air Delivery/Embark Systems; Logistics Vehicle System legacy fleet; M970 5K Gallon Semi-Trailer Refueler legacy fleet; and the M870 Medium Heavy Equipment Trailer legacy fleet. Principal efforts will include sustainment assessments (e.g., IROAN, SLEP) for in-service equipment (e.g., LVS, M870, M970, P19), engineering and investment analysis to effect logical course of action selection, and coordination of activities with MCLB-Albany and the OPFORs. Future Vehicle Fleet programs include the evolving Joint Light Tactical Vehicle.

¹ Anticipated support levels, based upon current estimates are: 1 MEF, MCBCAMPEN – 1 FTE; 2 MEF, MCBCAMLEJ – 1 FTE. These are facilitated billets and all required equipment, workspaces, and access will be provided by the Government.

² Anticipated support levels for MCLB-A staff are 5 FTEs involved with LEM support for resolution of TIRs and QDRs, and general supply support/provisioning.

2.0 General Requirements. The Contractor shall provide continuous support for PM/MT business and operations initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
• Administrative Operations Support	15% 2.1.1	Reference: QASP
• OPFOR On-site Liaison Support	15% 2.1.2	
• MCLB-Albany, Logistics and Liaison Support	60% 2.1.3	
• Management and Administration	10% 2.1.4	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

2.1.1. Administrative Operations Support.

2.1.1.1 TDSA On-site Management Support. PM/MT is responsible for ensuring the readiness state of the TDSA to support product demonstrations and independent assessments. Critical facets of support include coordinating the on-site demonstration efforts and supporting operations at the TDSA for both PM/MT³, as well as tenant users. Additional requirement exists to coordinate support requirements for vehicle/technology demonstrations and control and execution of events. Ancillary requirements include the enforcement of all established safety rules for operation and maintaining accountability of government equipment. The contractor will be required to support these efforts by providing on-site technical expertise of TDSA operations.

2.1.2 OPFOR On-site Liaison Support. The PM/MT is responsible for supporting on-site liaison at OPFOR locations at MCB Camp Pendleton CA and MCB Lejeune NC. Within this framework are requirements to support the immediate mission of the OPFORs through coordination of fielding requirements via PM/MT and the OEMs, resolve problems related to maintenance and other deficiency reports, and to ensure effective liaison with logistics managers at MCLB-A. The Contractor is responsible for supporting this effort with on-site liaison staff and a comprehensive management capability to ensure OPFOR readiness standards are maintained. Critical facets of performance include resolution of quality deficiency reports (QDRs), analysis of problem issues and inputs to remedies via the program office and MCLB-A, and effective OPFOR interface to coordinate introduction of new equipment, training, and other issues affecting sustainability of operations.

2.1.3 MCLB-Albany, Logistics and Liaison Support. The PM/MT is responsible for establishing and maintaining on-site support to augment the responsibilities of the Logistics Element Managers (LEMs) at MCLB, Albany GA. Within this framework are requirements for supporting the overall QA effort managed through the program office by ensuring immediate resolution of

³ TDSA support efforts will require on site management of personnel handling of heavy machinery and general knowledge of mechanical and automotive functions associated with Marine Corps equipment inventories.

TIRs, and QDRs, implementing modification instructions (MI's) for fleet equipment, supporting provisioning and supply support efforts, and participating in the formal management of publications. Inclusive in this effort is the review of proposed Change Requests (DLA 339) to determine logistics impacts on MT equipment. The Contractor is responsible for supporting this effort with a comprehensive on-site support effort that ensures the QA objectives of the program office are accomplished at MCLB-A. Critical facets of support include applied knowledge of Marine Corps maintenance and logistics support operations to effect OPFOR and MCLB-A coordination, tracking and managing new equipment and sustaining fleet initiatives, and coordinating schedules and deliveries with PM/MT and the OEMs. Support requirements include assistance in the management and execution of contracted logistics support contracts.

2.1.4 Management and Administration. PM/MT is responsible for ensuring the readiness state of the TDSA to support product demonstrations and independent test assessments and supporting OPFOR customers. Critical facets of support include coordinating the on-site liaison efforts at designated OPFOR locations and at MCLB-A, and supporting operations at the TDSA for both PM/MT, as well as tenant users. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly management reviews of progress and monthly written/electronic status reports.

3.0 Facilities, Travel, and ODCs. These efforts will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program requirements (e.g., computer, telecommunications, document storage, database management, etc.) throughout the course of performance to support the scope of activities. Such facilities are not reimbursed as ODCs and any ancillary charges must be identified in the proposal at the time of submission. Access to Government buildings will be granted for support staff and network accounts established. Travel outside the local region is anticipated and will include USMC bases CONUS and possible OCONUS. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations. On-site support activities at MCLB-A and the OPFOR locations will not require the Contractor to establish a separate, local office. The Government will not absorb costs associated with relocation, or establishing residence in the Albany, GA area.

Attachment 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the PM/MT task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. The PM/MT will function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOss Contracting Officer. The Technical Representative will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- Approve priorities of support, resources, and associated schedules.

3. Surveillance Methods. Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP and the standards are delineated by WBS element in the Performance Requirements Survey (PRS) table at Enclosure 1:

Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

Inspections: A qualitative inspections can be accomplished through one of the following techniques:

Random or Stratified Sampling: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when

the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

Periodic Inspection, Judgmental Inspection or Planned Sampling: This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis.

4.0 Performance Requirements. The performance requirements set forth in this section correspond to the SOW paragraphs delineated in the table. Enclosure (1) of this document provides standards for performance for specific requirements:

Administrative Operations Support. The Contractor will be evaluated on the product quality of their technical analysis and contribution to the operational effectiveness. This also includes assessment methodology, documentation, and successful close out of operational related issues.

On-site Logistics Support. The Contractor will be evaluated on the product quality of their on-site logistics support. This includes both draft and final products, quality of analytical findings, and presentations

MCLB-Albany, Logistics and Liaison Support. The Contractor will be evaluated on quality of their on-site liaison, warranty support and management of logistics issues in support of OPFORS.

Management & Administration. The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This includes the use of corporate quality practices, resolutions of invoice anomalies, WBS compliance, and effectiveness of their overall contract management team.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ⁴	Method of Surveillance
Administrative Operations Support,	2.1.1	Acceptable performance has been met when the quality of technical and administrative support has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
On-site Logistics Support	2.1.2	Acceptable performance has been met when the on-site logistics support provided by the Contractor has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
MCLB-Albany, Logistics and Liaison Support	2.1.3	Acceptable performance has been met when the fleet operations and on-site liaison support meets GTES and OPFORS requirements.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Management & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

⁴ Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .95 standard compliance – Acceptable; and <.85 – unacceptable. For the first award term, a contractor must receive a rating of .85 or greater. To qualify for a second award term, a contractor must receive an rating of .95 or greater.

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

1. REQUISITION NUMBER
 M0008807RCPV652

PAGE 1 OF 16

2. CONTRACT NO. **M67854-02-A-9013** 3. AWARD/EFFECTIVE DATE **20-Dec-2006** 4. ORDER NUMBER **0020** 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 **M67854**
 MARCORSSYSCOM
 2200 LESTER STREET
 QUANTICO VA 22134-6050

 TEL: 703-432-3773
 FAX: 703-432-3534

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 541611
 SIZE STANDARD:

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

12. DISCOUNT TERMS
Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE

SEE SCHEDULE **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE **9V892**
 INFORMATION NETWORK SYSTEMS, INC. (INS)
 2003 S EASTON RD # 308
 DOYLESTOWN PA 18901-2723

 TEL. FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE **M67443**
 DFAS-COLUMBUS CENTER
 P.O. BOX 369022
 ATTN: KANSAS - M67443
 COLUMBUS OH 43236-9022

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 **\$2,985,204.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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 INS Proposal OFFER DATED **18-Dec-2006**. 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

Anita M. Norris **21-Dec-2006**

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

(TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER
 TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil

**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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Report FFP HQMC I&L Logistics Modernization Liaison to the Operating Forces Support Services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 18 December 2006. FOB: Destination				
				NET AMT	\$0.00
0001AA	ACRN HF - M0008807RCPV652 FFP FOB: Destination MILSTRIP: M0008807RCPV652 PURCHASE REQUEST NUMBER: M0008807RCPV652	2,357,000	Each	\$1.00	\$2,357,000.00
				NET AMT	\$2,357,000.00
	ACRN AA CIN: M0008807RCPV6520001AA				\$2,357,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Labor - Incrementally Funded FFP See Limiation of Government Obligation Clause, Section Two FOB: Destination	395,204	Each	\$1.00	\$395,204.00

NET AMT	\$395,204.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN HF - M0008807RCPV652 FFP FOB: Destination MILSTRIP: M0008807RCPV652 PURCHASE REQUEST NUMBER: M0008807RCPV652	233,000	Each	\$1.00	\$233,000.00

NET AMT	\$233,000.00
---------	--------------

ACRN AA	\$233,000.00
CIN: M0008807RCPV6520002AA	

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
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 10-JAN-2007 TO 09-JAN-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 177110627A0 000 00027 067443 2D 000000
 COST CODE: 08807RCPV652
 AMOUNT: \$2,590,000.00
 CIN M0008807RCPV6520001AA: \$2,357,000.00
 CIN M0008807RCPV6520002AA: \$233,000.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0020 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price

resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)

- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/ODC	T&M Support	Total
HF	2357000.00	233000.00	0.00	\$2,590,000.00
Total	\$2,357,000.00	\$233,000.00	\$0.00	\$2,590,000.00

The total amount of funding available for payment under this task order is: **\$2,590,000.00.**

- 3. PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.

- 4. INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.

- 5. PROJECT OFFICER:** The Project Officer under this order is:

Col James Turlip

james.turlip@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

6. INVOICES:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Gomez and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP² using the embedded feature, then send email notification of your invoice postings to kristin.gomez.ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9013

Task Order Number: 0020

The contractor shall bill labor monthly in accordance with the following invoicing matrix:

CLIN 0001 <u>Modify Delete</u>	Total
02/09/2007	229350.0
03/11/2007	229350.0
04/10/2007	229350.0
05/11/2007	229350.0
06/10/2007	229350.0
07/11/2007	229350.0
08/10/2007	229350.0
09/10/2007	229350.0
10/10/2007	229350.0
11/10/2007	229350.0
12/10/2007	229350.0
01/10/2008	229354.0
Total	\$2,752,204.00

7. DELIVERY DESTINATION:

HQMC LPV ATTN: Col Turlip

FOB 2 Navy Anex Rm 2304

Washington, DC 20380

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A**9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

10. PERIOD OF PERFORMANCE - The period of performance for this effort is 12 months beginning 10 January 2007. There are no award term options remaining on this task Order.

3. DFAR 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)

(a) Contract line item **0001** is incrementally funded. The sum of **\$2,357,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

On execution of contract 12/20/2006	\$2,590,000.00
NTE 03/10/2007	\$ 131,735.00
NTE 06/10/2007	\$ 131,735.00
NTE 09/10/2007	\$ 131,734.00
TOTAL	\$2,985,204.00

SECTION THREE

STATEMENT OF WORK FOR

HEADQUARTERS MARINE CORPS, INSTALLATIONS AND LOGISTICS

LOGISTICS MODERNIZATION LIAISON SUPPORT TO THE OPERATING FORCES

Acquisition, Logistics & Administration

1.0 Scope. The scope of this effort is to provide on-site liaison support and coordination of Headquarters Marine Corps (HQMC), Installations and Logistics (I&L), Department's Logistics Modernization initiatives at the Marine Expeditionary Force (MEF) level and other key locations. Based upon the planned schedule for rollout of various Logistics Modernization initiatives throughout FY06, each MEF command element will have a liaison provided to the Assistant Chief of Staff (AC/S), G-4 to coordinate actions between I&L Department sponsors and operating force (OPFPR) customers. Key facets of on-site support include user requirements assessments based upon priorities of modernization initiatives, facilitation of logistics modernization initiatives and logistics process reengineering, data collection and feedback to I&L Department sponsors, coordination of customer stakeholder involvement, and issues resolution through direct OPFOR interface. This effort will require on-site support at I MEF (Camp Pendleton, CA), II MEF (Camp Lejeune, NC) and III MEF, (Okinawa, Japan). This task order will be modified through bilateral agreement, if additional site requirements (e.g. LOGCOM and MARFORRES) are included. All site requirements will provide for facilitation (initially with the major regionally co-located Marine Corps Logistics Modernization Team (LMT) offices aboard Camp Butler, Japan; Camp Lejeune, NC and Camp Pendleton, CA), including Navy Marine Corps Intranet (NMCI) access and suitable communications necessary to effect performance. This task order will be modified through bilateral agreement, if additional site requirements (e.g. LOGCOM) are included.

1.1 Background. In 1998, in response to changing missions worldwide, the Marine Corps began an aggressive effort to transform its logistics and supporting technology. At that time the Deputy Commandant of the Marine Corps for Installations and Logistics (DCMC I&L) championed the effort and established a team in I&L (Code LPI) to serve as a single project integrator to implement the best and most efficient logistics practices to meet these challenges. Logistics Modernization now represents a comprehensive Marine Corps approach to improving the effectiveness of the Marine Air Ground Task Force (MAGTF). The Logistics Modernization program, now coordinated by I&L's Vision and Strategy Center (LPV) focuses on reengineering logistics based on best practices and the evolving lessons learned during Operations Enduring Freedom (OEF) and Iraqi Freedom (OIF), leading the MAGTF to greater combat effectiveness. During December 2000, the Field Supply and Maintenance Analysis Teams were transformed from compliance based review offices into "Change Agents" for LPV. The transformation of the FSMAO Teams into Logistics Modernization Teams continues to successfully move forward. Initially, a requirement for liaison agents was identified to provide a direct link between the I&L Department and the OPFORs to foster open communication on LogMod initiatives. With the advent of the Global War on Terrorism and recent experiences of MARFOR and MEF commanders attempting to source equipment for sustainment operations and the fielding of new units into the Marine Corps, an additional requirement was identified that certain and specific legacy functions of the former FSMAOs were again required.

Data Assurance Support. Provide on-site data and process analysis and training support for Headquarters Marine Corps (HQMC), Installations and Logistics (I&L), Logistics Modernization initiatives at the consumer level (supply accounting and readiness reporting) within the Marine Expeditionary Force (MEF) and Marine Forces Reserves (MARFORRES). Logistics Modernization Data Assurance Teams (DAT) will be embedded within the structure of the Logistics Modernization Team offices to conduct analyses of the key factors associated with establishing and reporting Materiel Readiness at the Using Unit (Battalion/Squadron) level of the MEF/MARFORRES. Key facets of on-site support include focused analysis on reported readiness, equipment accountability, management of the USMC's Due and Status File, reconciliation's between on-hand quantities and user reported quantities in the legacy reporting

systems of the USMC, and focused, individualized training. This effort will occur at all MEFs and MARFORRES2 units simultaneously, although a sequential approach using a smaller number of teams are a possibility, depending on funding and manning constraints. It is anticipated that at the conclusion of the FY06 performance period, all required billets/positions will be defined and staffed. This task order will be modified through bilateral agreement as each site requirement is included. Site requirements will be provided in accordance with paragraph 3.0.

Location	Staffing Requirement	Skill Set/Mix	Target Date	NLT Date
I MEF (CLNC)	6	4 – Supply; 2 – Maint Mgmt	9Jan07	9Jan07
II MEF (CPEN)	6	4 – Supply; 2 – Maint Mgmt	9Jan07	9Jan07
III MEF (Okinawa)	3	2 – Supply; 1 – Maint Mgmt	9Jan07	9Jan07
III MEF (Okinawa)	1	1 – Supply	9Jan07	28Feb07
MARFORRES (NOLA)	2	1 – Supply; 1 – Maint Mgmt	9Jan07	9Jan07

Liaison Support. Provide on-site liaison support and coordination of HQMC, I&L, Logistics Modernization initiatives at the MEF level and other key locations. Based upon the planned schedule for rollout of various Logistics Modernization initiatives throughout FY07, each MEF command element will have a liaison provided to the Assistant Chief of Staff (AC/S), G-4 to coordinate actions between the I&L Department sponsors and the operating force (OPFOR) customers. Key facets of on-site support include user requirements assessments based upon priorities of modernization initiatives, facilitation of feedback to I&L Department sponsors, coordination of customer stakeholder involvement, and issues resolution through direct OPFOR interface. This effort will require on-site support at all MEFs.

Location	Staffing Requirement	Target Date	NLT Date
I MEF (CLNC)	1	9Jan07	9Jan07
II MEF (CPEN)	1	9Jan07	9Jan07
III MEF (Okinawa)	1	9Jan07	9Jan07

2.0 General Requirements. The Contractor shall provide continuous support for materiel readiness analysis, training and education of using unit personnel, and briefings to unit commanders via on site analysis/assistance and reporting as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
• LMT Data Assurance Team (DAT)	86% 2.1.1	Ref: QASP
• On-Site Liaison and Assistance	14% 2.1.2	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical, facilitation, process reengineering and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to act as both coordinator of task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

2.1.1. LMT Data Assurance Team (DAT). The I&L Logistics Modernization Office (LPV) is responsible for ensuring a cohesive interface between functional activities (e.g., HQMC, MCSC, LOGCOM and FMF operating units) to effect on-site coordination of capabilities rollout. Key facets of the DAT support include:

- Expert understanding for data collection, on-site equipment inventories and expert analysis of USMC legacy systems (SASSY/ATLASS/MIMMS); the ability to derive performance related measures from these systems and report their impact (either negative or positive) on readiness reporting and equipment accountability to commanders at all levels of the MAGTF.
- Training and educating unit personnel in appropriate procedures, process improvements, and best business practices applicable to management of Marine Corps inventories and readiness reporting.
- Providing detailed briefings to the unit commander on the accuracy of reported equipment inventories and reported equipment readiness, process improvements realized during the analysis, and the general condition of the using unit materiel accounts.

The Contractor is responsible for establishing a readiness reporting and equipment accountability assessment program consistent with I&L LPV priorities and effecting on-site execution. Government furnished equipment (GFE) and suitable workspaces at LMT offices, or designated facilities, will be provided and maintained throughout the duration of the task effort. Key facets of on-site performance will include formal scheduling of activities, resolution of issues identified by stakeholders, training and education, and briefings and formal representation of I&L positions at stakeholder forums, and necessary analysis to support course of action determinations by LPV staff. Management and reporting requirements will be delineated between the government and Contractor and will be included as an element of overall performance.

2.1.2. On-site Liaison and Assistance. The I&L Logistics Modernization Office (LPV) is responsible for ensuring a cohesive interface between functional activities (e.g., HQMC, MCSC, LOGCOM and FMF operating units) to effect on-site coordination of capabilities rollout. Key facets of on-site support include user requirements analysis, data collection, and coordination of modernization priorities coincident with program schedules. The Contractor is responsible for establishing a logistics modernization support program consistent with I&L LPV priorities and effecting on-site execution. This will include collaborative planning, forecasting, procurement and replenishment (CPFPR) facilitation and logistics process reengineering efforts. It will also include direct liaison with the regional Logistics Modernization Team (LMT) office. Government furnished equipment (GFE) and suitable workspaces will be provided and maintained throughout the

duration of the task effort. Key facets of on-site performance include formal scheduling of activities, resolution of issues identified by stakeholders, briefings and formal representation of I&L Department LPV positions at stakeholder forums, and necessary analysis to support course of action determinations by LPV staff. Management and reporting requirements will be delineated between the government and Contractor and will be included as an element of overall performance.

3.0 Facilities Requirements. The I&L Department (LPV) will generally provide facilities for meetings and IPTs (e.g., 20-40 personnel), as well as a suitable infrastructure to manage program requirements (e.g., document storage, database management, etc.) throughout the course of performance to support the scope of activities. On-site support activities will not require the Contractor to establish a separate, local presence; however, personnel serving at MEF locations will be facilitated only to support normal work requirements. Additional, discretionary support items (e.g., cellular phone service, laptop computers, Blackberry's) to execute the responsibilities of the position when deployed, or supporting field operations, will be provided by the Contractor and usage expenses charged at GSA rates. Further, if specific models, software applications, etc. are required as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (OCONUS/CONUS) may be required and therefore reimbursed in accordance with the Joint Travel Regulations. Personnel stationed overseas in support of this task will be eligible for "as available" services pursuant to their SOFA status and will be eligible for Cost of Living Adjustment (COLA) at the permanent location.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the Logistics Modernization Liaison Support task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable

basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. I&L Department (LPV) will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEO's Contracting Officer. The Technical Representative will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer; and
- Approve priorities of support, resources, and associated schedules.
- Monthly activities reports will be provided to the Technical Representative, in addition to any event specific reports, papers or presentations that may be required in the performance of the duties specified above.

3. Surveillance Methods. Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP and the standards delineated as part of the Work Breakdown Statement (WBS) element in the Performance Requirements Survey (PRS) table contained at Enclosure 1:

Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

Inspections: A qualitative inspections can be accomplished through one of the following techniques:

- *Random or Stratified Sampling*: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.

- *Periodic Inspection, Judgmental Inspection or Planned Sampling:* This method, sometimes called "planned sampling", consists of the evaluation of tasks selected on other than a 100% or random basis.

4. Performance Requirements. The performance requirements set forth in this section correspond to the SOW paragraphs delineated in the table. Enclosure (1) of this document provides standards for performance for specific requirements:

LMT Data Assurance Team. The Contractor will be evaluated on the quality of their data assurance support and overall ability to support the technical objectives of the logistics modernization program.

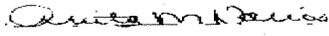
On-site Liaison and Assistance. The Contractor will be evaluated on the quality of their on-site support, customer requirements analysis, IPT participation, and overall ability to support the technical objectives of the logistics modernization program.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level¹	Method of Surveillance
LMT Data Assurance Team (DAT).	2.1.1	Acceptable performance has been met when the quality of support, products and levels of participation have been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
On-site Liaison and Assistance	2.1.2	Acceptable performance has been met when the quality of support, products and levels of participation have been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration

¹ Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .95 standard compliance – Acceptable; and <.85 – unacceptable. For the first award term, a contractor must receive a rating of .85 or greater. To qualify for a second award term, a contractor must receive a rating of .95 or greater.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M6785407RCAT779		PAGE 1 OF 12				
2. CONTRACT NO. M67854-02-A-9013		3. AWARD/EFFECTIVE DATE 27-Mar-2007		4. ORDER NUMBER 0021		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 MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534			CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9			CODE		
17a. CONTRACTOR/OFFEROR INFORMATION NETWORK SYSTEMS, INC. (INS) 2003 S EASTON RD # 308 DOYLESTOWN PA 18901-2723 TEL. FACILITY CODE			CODE 9V892		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022			CODE M67443		
<input type="checkbox"/> 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 <input checked="" type="checkbox"/> 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) \$906,877.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> 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 INS Proposal <input checked="" type="checkbox"/> OFFER DATED <u>22-Mar-2007</u> 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			
							27-Mar-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil					

**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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Report FFP Marine Corps Total Force Structure Management System (TFSMS) Program Office Support Service shall be performed in accordance with attached Statement of Work and INS proposal dated 22 March 2007. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN HK - M6785407RCAT779 FFP FOB: Destination MILSTRIP: M6785407RCAT779 PURCHASE REQUEST NUMBER: M6785407RCAT779	877,377	Each	\$1.00	\$877,377.00
NET AMT					\$877,377.00
ACRN HK CIN: M6785407RCAT7790001AA					\$877,377.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN HK - M6785407RCAT779 FFP FOB: Destination MILSTRIP: M6785407RCAT779 PURCHASE REQUEST NUMBER: M6785407RCAT779	29,500	Each	\$1.00	\$29,500.00
NET AMT					\$29,500.00
	ACRN HK CIN: M6785407RCAT7790002AA				\$29,500.00

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
0001AA	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 12-APR-2007 TO 11-APR-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

HK: 177110627A0 250 67854 067443 2D M67854
 COST CODE: 7RCAT77910CH
 AMOUNT: \$906,877.00
 CIN M6785407RCAT7790001AA: \$877,377.00
 CIN M6785407RCAT7790002AA: \$29,500.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order **0021** is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/ODC	T&M Support	Total
HK	877377	29500	0	\$906,877.00
Total	\$877,377.00	\$29,500.00	\$0.00	\$906,877.00

The total amount of funding available for payment under this task order is: **\$906,877.00.**

3. PACKAGING AND MARKING: All items shall be prepared and marked for shipment using best commercial practices.

4. INSPECTION AND ACCEPTANCE: All deliveries shall be inspected and accepted at point of destination.

5. PROJECT OFFICER: The Project Officer under this order is:

Michael Buccola (703-432-5159)
michael.buccola@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

6. INVOICES:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Gomez and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP² using the embedded feature, then send email notification of your invoice postings to kristin.gomez.ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9013

Task Order: 0021

The contractor shall bill labor monthly in accordance with the following invoicing matrix:

CLIN 0001 Modify Delete	Total
05/13/2007	73115.0
06/12/2007	73115.0
07/13/2007	73115.0
08/12/2007	73115.0
09/12/2007	73115.0
10/12/2007	73115.0
11/12/2007	73115.0
12/12/2007	73115.0
01/12/2008	73115.0
02/11/2008	73115.0
03/12/2008	73115.0
04/11/2008	73112.0
Total	\$877,377.00

7. DELIVERY DESTINATION:

Commander MCSC
 ATTN: PG10/ISI Mike Buccola
 2200 LESTER STREET
 QUANTICO, VA 22134

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A

9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.

10. PERIOD OF PERFORMANCE - The period of performance for this effort is 12 months beginning 12 April 2007. There is one (1) award term option remaining on this task order, contingent upon the findings of the Quality Assurance Surveillance Plan (QASP).

SECTION THREE
STATEMENT OF WORK FOR
TOTAL FORCE STRUCTURE MANAGEMENT SYSTEM
PROGRAM OFFICE SUPPORT

ACQUISITION, LOGISTICS & ADMINISTRATION

1.0 Scope. The scope of this effort is to provide on-going analytical, programmatic and logistics support to the Marine Corps Systems Command (MCSC), Computing Platforms and Services (CPS), Total Force Structure Management System (TFSMS) program. Within this task area are requirements for acquisition planning and management, supporting program initiatives, developing documentation, and providing life-cycle software and logistics support. Acquisition efforts include program and milestone planning, implementation of acquisition processes including software life-cycle planning and execution, conducting resource requirements analysis and implementing risk management. Logistics efforts include developing and implementing interim and long term supportability strategies, supportability assessment for TFSMS software upgrades; managing integration issues; interfacing with the TFSMS User community; and conducting manpower and training analysis (MTA) for software enhancements and system upgrades.

1.1 Background. TFSMS was developed to provide the required technology support to the Combat Development System (CDS), and replaced four legacy systems: Table of Manpower Requirements (T/MR) System, The Manning Level Process (MLP), The Troop List, and the Logistics Management Information System (LMIS). TFSMS utilizes a COTS application, resident on two mid-range application/database servers (one primary, one backup). TFSMS has an automated workflow capability that allows Marine Corps organizations to request changes for both Tables of Organization (T/O) and Tables of Equipment (T/E) via on-line electronic forms then automatically routing them through pre-designated approval chains to the Marine Corps Combat Development Command (MCCDC), Total Force Structure Division (TFSD). The workflow module tracks and supports queries regarding status and progress on all pending change requests. A configuration management capability allows review of all requests or changes to force structure. Through automated and ad hoc reporting capabilities, TFSMS rapidly supports any queries or data exportation to other Marine Corps operational systems with respect to past, present, or future Marine Corps force, structure, and equipment. TFSMS was received a MS C decision from PGD-10 (IS&I) on 31 Jun 05.

2.0 General Requirements. The Contractor shall provide continuous support for Total Force Structure Management System as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
• Program and Business Analysis	45% 2.1.1	
• Sustainment & Logistics Support	50% 2.1.2	Ref: QASP
• Management & Administration	5% 2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the

overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

2.1.1. Program and Business Analysis. The TFSMS Project Office is responsible for the development of strategic plans; management plans; program budget, integrated master program schedules, coordinating government acceptance tests and ensuring that the TFSMS Program conforms to current Department of Defense and Navy guidelines and requirements. Critical initiatives include: planning and preparation for Block 2 milestones; synthesizing key JCIDS requirements documentation into program plans; configuration management, software testing, release planning and management; MECITS migration and POM 10 requirements analysis and documentation development. The Contractor is responsible for supporting these initiatives by providing program management support that includes: developing program management strategies; program plans and milestone documentation (e.g., PDSS Plan, Fielding Plan, etc.); developing and maintaining an integrated program schedule across all functional areas; budget management, coordinating with internal and external functional areas/representatives (e.g., MCCDC, OPFORs, LOGCOM etc.); coordinating working groups (e.g., Configuration Control Board (CCB), Interface Control Working Group, Government Acceptance Test(GAT)) and providing recommendations for business process improvements.

2.1.2 Sustainment & Logistics Support. The TFSMS Project Office is responsible for planning, coordinating, and executing a comprehensive life-cycle support program for the TFSMS program. This support program focuses on training, assessing system changes for impacts to logistics support products, managing the configuration and supportability requirements of the TFSMS hardware, identifying and coordinating documentation requirements, and resolving issues and problems identified by TFSMS users. Within this framework are support requirements for planning and coordinating logistics support to ensure long-term sustainment and supportability as well as assessing TFSMS contractor deliverables for conformance and quality (e.g., configuration management, training, PDSS planning, manpower/personnel, and maintenance planning, and legacy system Interfaces). The Contractor is responsible for coordinating and executing a comprehensive logistics support program aligned with the accepted implementation methodology and program objectives of the overarching integration effort. Key facets of this include implementing a support strategy for operational testing, training, logistics and PDSS. Under this effort, the Contractor is responsible for developing and maintaining supporting logistics documentation such as the TFSMS Post Deployment Software Support Plan, the User Quick Reference Guide and coordinating Marine Corps Enterprise Information Technology Services (MCEITS) migration planning and support.

2.1.2.1. Training & Curriculum Assessments. The TFSMS Program Office is responsible for establishing a life-cycle training capability to maintain TFSMS User proficiency. Key efforts in include the conduct of a manpower and training analysis (MTA), developing manpower/training source data products and providing support for system testing and operational readiness reviews. The scope of this effort includes: manpower and training program planning, implementing interim and long-term training solutions, coordinating user training, conducting independent assessments of OEM training products, conducting manpower training assessments/analysis, coordinating stakeholder inputs (e.g., TECOM, MCCDC), and providing quality reviews of proposed products and deliverables. The Contractor is responsible for implementing all of the above by providing personnel with Marine Corps manpower and training experience, by developing manpower/training plans, schedules and products, and by establishing a sound analytical

framework for benchmarking the current qualifications and skill sets, identifying TFSMS organizational variances between the current and emerging force structure and associated impacts to manpower and training processes. Within this framework are requirements for ensuring OEM products conform to DoD and Marine Corps training and curriculum development standards, and providing COA recommendations to the Project Officer.

2.1.3 Management & Administration. The TFSMS Program Office is responsible for establishing a cohesive technical and program management framework ensuring requirements are satisfied within program and fiscal constraints including compliance with Department of Defense, Navy and Marine Corps requirements. Key facets of technical management include establishing a technical data management/control program, for interfacing with stakeholders and OPFORs, and coordinating the business and technical objectives of the integration effort. The Contractor is responsible for supporting the overall effectiveness and efficiency of the technical and program management framework with expert analysis of critical path activities, Clinger-Cohen Act issues, risk assessments of selected alternatives, and coordination of Marine Corps program interests related to overarching TFSMS objectives. Ancillary requirements include administrative support to TFSMS and coordinating actions and support (e.g., preparing program briefings, memoranda, budget exhibits, reports, minutes and supporting life cycle documentation, etc.) required to ensure the effectiveness and efficiency of the program management framework and readiness for milestone decisions. The contractor is also responsible for establishing, implementing and supporting program requirements management and configuration management processes and a document configuration control process for technical and acquisition life cycle documentation along with a supporting program documentation repository. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

3.0 Facilities, Travel and ODC Requirements. The Contractor is required to provide facilities for meetings and IPT's (e.g., 10-20 personnel), as well as a suitable infrastructure (e.g., workstations, data management tools, licenses) to execute program requirements. This also includes sufficient space to maintain program archives (e.g., document library, database) throughout the course of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates and will not be reimbursed separately. Further, if specific equipment models, software applications, or related support items are to be included as separate ODCs, these items must be identified in the Contractor's proposal at the time of submission for consideration and pricing purposes. Local travel is authorized and travel to operational sites (principally CONUS) will be required. Travel will be reimbursed in accordance with the Joint Travel Regulations. The Contractor shall provide the capability to conduct webinars. The webinar capability should provide the ability to connect at least 10 users.

ATTACHMENT 1**QUALITY ASSURANCE SURVEILLANCE PLAN**

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the Total Force Structure Management System task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. The Total Force Management System Project Officer will function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order. The Total Force Management System Project Officer will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- Approve priorities of support, resources, and associated schedules.

3. Surveillance Methods. Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the task order. In addition to statistical analysis, the functional expertise of the Technical Representative plays a critical role in adequately evaluating contractor performance. The below listed methods of surveillance shall be used in the administration of this QASP. The PRS contains the performance objectives that are being measured.

Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;

Inspection. A qualification method that is carried out by visual examination of software code, data captured in special test equipment, documentation, or hard copy printouts. The government will inspect software drops for bugs and content; and

Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

4. Performance Requirements. The performance requirements set forth in this section correspond to the SOW paragraphs delineated in the table. Enclosure (1) of this document provides standards for performance for specific requirements:

Program and Business Analysis. The Contractor will be evaluated on the effectiveness of their engineering analysis and quality of products associated with program priorities. Emphasis will be placed on engineering and test planning activities that support the schedule of events, mitigation of risks, and overall compliance with ACAT related events.

Sustainment & Logistics Support. The Contractor will be evaluated on quality of their applied business analysis to support program strategies, attainment of schedule and technical objectives, and overall quality of planning and execution of ACAT related events.

Management & Administration. The Contractor will be evaluated on the quality of their overall technical management strategy, ability to preclude, or resolve issues, and effectiveness of their use of resources to meet TFSMS customer expectations and schedules.

Enclosure 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ¹	Method of Surveillance
Program and Business Analysis	2.1.1	Acceptable performance has been met when the quality of engineering analysis and test planning supports designated program objectives, milestones, and the overall schedule of events, and has been accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Sustainment & Logistics Support	2.1.2	Acceptable performance has been met when the effectiveness of the Contractor's business analysis and program support ensures compliance TFSMS objectives, as well as with the overall schedule of events, and has been accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Management and Administration	2.1.3	Acceptable performance has been met when the Contractors quality standards for programming and compliance with availability targets, and performance schedules is accepted by the Government. This is inclusive of quality provisions for each of the previous WBS elements, effective reporting, and resolution of performance anomalies in a timely manner.	Excellent Acceptable Poor	Inspection Demonstration

¹ Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .95 standard compliance – Acceptable; and <.85 – unacceptable. For the first award term, a Contractor must receive a rating of .85 or greater. To qualify for a second award term, a Contractor must receive a rating of .95 or greater.