

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M9545006RCR6EZ1		PAGE 1 OF 16	
2. CONTRACT NO. M67854-02-A-9014		3. AWARD/EFFECTIVE DATE 28-Sep-2006		4. ORDER NUMBER 0017		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
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	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		12. DISCOUNT TERMS Net 30 Days	
				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR ANTEON CORPORATION 3211 JERMANTOWN ROAD FAIRFAX VA 22030-2844  TEL: (703) 246-0200		CODE 07MJ1		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022		CODE M67443	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				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	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$6,565,715.00</b>	
<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 Anteon <input checked="" type="checkbox"/> OFFER DATED 25-Sep-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)  <i>Anita M. Norris</i>		31c. DATE SIGNED 28-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			

**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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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 - PM RADARS Annual Support Services Renewal shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 25 September 2006. FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EG - M9545006RCR6EZ1 FFP FOB: Destination MILSTRIP: M9545006RCR6EZ1 PURCHASE REQUEST NUMBER: M9545006RCR6EZ1	6,281,168	Each	\$1.00	\$6,281,168.00

NET AMT

\$6,281,168.00

ACRN EG  
CIN: M9545006RCR6EZ10001AA

\$6,281,168.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Labor - Incrementally Funded FFP See Limitation of Government Obligation Clause, Section Two FOB: Destination	134,547	Each	\$1.00	\$134,547.00

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NET AMT	\$134,547.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN EG - M9545006RCR6EZ1 FFP FOB: Destination MILSTRIP: M9545006RCR6EZ1 PURCHASE REQUEST NUMBER: M9545006RCR6EZ1	150,000	Each	\$1.00	\$150,000.00

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NET AMT	\$150,000.00
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ACRN EG CIN: M9545006RCR6EZ10002AA	\$150,000.00
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## 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 01-NOV-2006 TO 31-OCT-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

EG: 1761319M7KC 260 67854 067443 2D C3099D  
 COST CODE: 45006RCR6EZ1  
 AMOUNT: \$6,431,168.00  
 CIN M9545006RCR6EZ10001AA: \$6,281,168.00  
 CIN M9545006RCR6EZ10002AA: \$150,000.00

AWARD TERMS AND CONDITIONSSECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order **0017** 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
EG	6281168.00	150000.00	0.00	\$6,431,168.00
Total	\$6,281,168.00	\$150,000.00	\$0.00	\$6,431,168.00

- 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:

**Ms Alice Montague (703 432-4234)**  
[alice.Montague@usmc.mil](mailto:alice.Montague@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 eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto: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-9014

Task Order Number: 0017

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

<b>CLIN 0001 Modify Delete</b>	<b>Total</b>
12/01/2006	534643.0
01/01/2007	534643.0
01/31/2007	534643.0
03/02/2007	534643.0
04/01/2007	534643.0
05/02/2007	534643.0
06/01/2007	534643.0
07/02/2007	534643.0
08/01/2007	534643.0
09/01/2007	534643.0
10/01/2007	534643.0
11/01/2007	534642.0
<b>Total</b>	<b>\$6,415,715.00</b>

**7. DELIVERY DESTINATION:**

COMMANDING GENERAL  
 MARCORSSYSCOM ATTN Ms. Alice Montague  
 MC21  
 2200 LESTER ST  
 QUANTICO, VA 22134

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

**9. FACILITIES REQUIREMENTS** – Reference SOW paragraph 3.0. All aspects of facilitation are borne by the Offeror unless specific exception is noted in their proposal, or the task specially notes that “on-site,” e.g., government site, performance will be required.

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning **1 November 2006**, with the possibility for one (1) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

**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 **\$6,281,168.00** 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	\$6,431,168.00
NTE 08/01/2007	\$ 134,547.00

(End of clause)

**SECTION THREE**  
**STATEMENT OF WORK FOR**  
**PM RADARS ANNUAL SUPPORT**

**Engineering and Scientific**

**1.0 Scope.** The scope of this effort is to provide on-going technical, managerial and logistics support for PG-11, Marine Air Ground Task Force Command and Control (MAGTF C2) Weapons and Sensors Development and Integration (MC2I), Program Manager Radars principal programs and emerging requirements. Efforts associated with currently fielded systems (e.g. AN/TPS-59, AN/TPS-63, ANTPQ-46, Ground Weapons Land Radar (GWLR), Radar Environmental Simulator (RES), and AN/UPX-37) will focus on sustainment and assessments of solutions mitigating obsolescence issues. Emerging development efforts include engineering, architecture and technical analysis of Ground/Air Task Oriented Radar (G/ATOR). Support requirements include supporting the G/ATOR milestone B /C processes, engineering and technical reviews (e.g. RES), modernization (technology improvements) for AN/TPS-59 and AN/TPQ-46 and the Technology development phase the Highly Expeditionary Long Range Air Surveillance Radar (HELRASR). Additional support requirements include development and maintenance of programmatic information to be displayed in a G/ATOR Program Operations Center (GPOC), information security, information assurance, Joint Interoperability, Family of System (FoS) definition/development and business analysis to define investment strategies, contract administration, Planning Programming and Budgeting planning, and cost/risk assessments of legacy system solutions.

**1.1 Background.** The MC2I PM Radar's Program Office is responsible for USMC sensor programs, technical and business requirements associated with both current and future systems, and sustainment/modernization initiatives. Significant technical and business activities are anticipated to continue during FY07, including the introduction of new radar technologies for G/ATOR and HELRASR, mobility upgrades and footprint reduction efforts, exploration of foreign military sales opportunities, Joint Interoperability and continuation of sustainment/logistics. The G/ATOR Increment I, an ACAT II program completed a MS B decision in FY05, and will be commencing the system development phase commencing with the implementation of the system development and demonstrated contract. G/ATOR Increment II, is scheduled to achieve MS B in 4<sup>th</sup> quarter 07. The AN/TPS-59 will undergo a modernization effort, which will focus on array replacement with the HELRASR array and software updates associated with this 3-year development effort. Work will be focused on engineering/analytical design studies and completion of acquisition documentation. Risk reduction initiatives in composite materials and high power semiconductor technologies will continue to build on the technical base development, support and other activities. The AN/TPS-59 and AN/TPS-63 programs will be reviewing, implementing and testing numerous Engineering Change Proposals (ECPs) while the Radar Environmental Simulator (RES) will be in full system development. The AN/TPQ-46 program will be investing in complex hardware/software modifications as part of the Army's recapitalization program. Additionally, the Program Office supports and participates in numerous Joint and Service-specific interoperability working groups coupled with analytical review of and response to internal MCSC taskings.

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

Activity - Anticipated Percentage	Para	Metric
• Requirements Assessments/System Definition/IPT Participation/Business and Technical Support	45% 2.1.1	Ref: QASP
• Sustainment and Logistics/Business Analysis	45% 2.1.2	
• Technical Management and 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 Requirements Assessments / System Definition / IPT Participation / Business and Technical Support. The MC2I PM Radars office is responsible for multiple sensor programs and associated technologies currently fielded within the MACCS, as well as those planned as interim capabilities. Within this framework, responsibility for technical assessment of requirements, product solutions, interoperability impacts, system/subsystem effectiveness, testing, and logistics must be vetted through a formal IPT process that includes both USMC and Joint forums. Critical system engineering initiatives during this period will focus on assessments of prime vendor technical progress for GATOR testing activities, and source selection participation and programmatic support for the G/ATOR FY06 System Development and Demonstration Contract and for G/ATOR Increment II-IV activities. For all G/ATOR activities, the contractor must be able to provide facilities for IPT members to store, review, and display classified information in electronic and paper format. The contractor shall also develop, maintain, provide configuration management for, and display G/ATOR Increment I-IV information in the GPOC including classified information as required. Risk analysis of potential AN/TPS-59 and HELRASR solutions will also be in the focus. Key engineering requirements during this phase of the effort include source selection, analysis of software requirements, information assurance assessments, Joint and internal FoS interoperability/interface control document development, structure and composite material assessments, design reviews, power analyses, logistics engineering, and formal trade studies to select optimal courses of action (COAs). Critical to the success of this strategy in FY06 is the continued development and application of a comprehensive modeling and simulation strategy that will provide the PM with empirical data points, the ability to depict "what if" scenarios, and to formulate optimal technical and business strategies associated with the various systems. The modeling and simulation will also allow the PM to leverage commonality across multiple radar platforms in developing performance and investment targets. The Contractor is responsible for supporting these activities with expert knowledge of USMC concepts of employment (e.g., MAGTF assets), engineering expertise spanning all disciplines involving sensor platforms (including radar, electrical systems, mechanical, advanced technologies, etc), modeling and simulation, business and logistics planning (such as Engineering Change Proposals ECPs), and analysis of alternative solutions. Ancillary actions include preparation of program documentation related to technical, logistics and acquisition milestones, interface with operational and logistics support units, preparation of and participation in source selection activities, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

**2.1.2 Sustainment and Logistics / Business Analysis.** The MC21 PM Radars group is responsible for planning, coordinating, and executing activities to support the technical/logistics base for legacy USMC sensor systems (e.g., AN/TPQ-46A, AN/TPS-59, AN/TPS-63, AN/UPS-3, AN/PPS-15, and AN/UPX-37). Critical initiatives during this period will continue to focus on mitigation of obsolescence impacts, business case analysis for investment in enhancements, and related issues, such as cost, technical and schedule affecting, decisions to extend service life or pursue other product solutions. Additionally, critical business analysis is required to assist in the determination of the most cost-effective means of implementing Performance Based Support for the evolving G/ATOR and HELRASR radar systems, inclusive of trade studies, business case analysis, and development of procurement packages. The Contractor is responsible for supporting sustaining activities on the part of current sensor systems, providing sound business analysis of logistics issues affecting investment/sustainment decisions (e.g. Diminishing Manufactures Sources and Material Shortages), and drafting or modifying associated documentation to reflect Project Officer Decisions and system configuration. In addition to developing and supporting sustainment strategies, the Contractor must support future systems logistical requirements and capabilities with business analysis, modeling and simulation of requirements, evaluation of vendor proposals, risk impacts, and investment strategies derived from empirical solutions. Within this framework exist requirements to develop from existing materials and references a Radar Training Curriculum (e.g. Introduction to Radar Theory, Intermediate, Advance, etc.) that is oriented to Radars operations and programs. The Contractor is responsible for coordinating the training delivery schedule and a final schedule of deliverables associated with training support will be identified within ten days (10-days) of task order award and modified only through bilateral agreement thereafter. The delivery format will consist of hard copy (i.e., Binders, CD-ROMs, etc). Other curriculum products may include Computer Based Training (CBT) modules and other training materials pertinent to enhancing Radar knowledge. Such products may be considered as "in scope" options and will be separately priced and included in the base task order.

**2.1.3 Technical Management and Administration.** The MC21 PM Radars is responsible for establishing a cohesive technical management framework that ensures sensor requirements among the 16 active programs are executed within program constraints. This includes all actions necessary to effectively support program technical activities, including contract management, financial oversight, business planning and participating/coordinating activities among IPTs and other participating interest groups. Document preparation for, and participation in, early Government/Prime Development Contractor activities, such as the development of the IPPD teams, Integrated Baseline System Requirement, Preliminary Design, Critical Design and Test Readiness reviews, are essential to ensuring that the major sensor acquisition programs, such as G/ATOR/HELRASR, RES, AN/TPS-59/63 and AN/TPQ-46, are adequately planned, scheduled supported and monitored. The Contractor is responsible for supporting the overall effectiveness of the technical management program, providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, integrated data products, maintenance of system's libraries/archives including scanning of paper documents in electronic format, exercise information, contract financials, accounting, and auditing, management etc.), and producing associated products such as memoranda, reports, and supporting documentation. One key example of the support of the technical management program will be in establishing CDRL tracking procedures to include receipt, review and response to the prime development contractor. Additionally, performance of Information Security (IS), Information Assurance (IA), and system architecture support, and other services related to the DoD Information Technology Security Certification and Accreditation Process (DITSCAP), (e.g., System Security Authorization Agreement (SSAA), Information Support Plan (ISP), Waiver Request letter, etc.), are required.

**3.0 Facilities, Travel and ODCs.** This effort will require the Contractor to provide secure facilities for meetings, IPTs (of 10-30 personnel), and display of GPOC information as well as a suitable infrastructure to manage program requirements (e.g., computers, telecommunications, cellular phone service, classified 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 military bases in CONUS and possibly OCONUS, as well as other contractor facilities. Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

## 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 Radars annual 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 program office will assign an individual to serve 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;
- 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:

Requirements Assessments/System Definition / IPT Participation / Business and Technical Support. The Contractor will be evaluated on the product quality of their engineering, technical, and programmatic support throughout the appropriate phases of the programs covered.

Sustainment and Logistics / Business Analysis. The Contractor will be evaluated on the product quality of their engineering, technical, and programmatic support throughout the appropriate phases of the programs covered.

Technical Management and 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 <sup>1</sup>	Method of Surveillance
Requirements Assessments/System Definition/ IPT Participation/Business and Technical Support	2.1.1	Acceptable performance has been met when the technical and programmatic strategy developed by the Contractor has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Sustainment and Logistics / Business Analysis	2.1.2	Acceptable performance has been met when the technical and programmatic strategy developed by the Contractor has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration	2.1.3	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

<sup>1</sup> 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  
SEE SCHEDULE

2. CONTRACT NO. **M67854-02-A-9014**      3. AWARD/EFFECTIVE DATE **05-Oct-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      CODE **M67854**  
  
MARCORSYSCOM  
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:  
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      **SEE SCHEDULE**

16. ADMINISTERED BY      CODE      **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR      CODE **07MU1**  
  
ANTEON CORPORATION  
3211 JERMANTOWN ROAD  
FAIRFAX VA 22030-2844  
  
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 A 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. A.MOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$3,000,000.00**

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 *Anteon*  
 OFFER DATED 22-Sep-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)  
*Anita M. Norris*

31c. DATE SIGNED  
05-Oct-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

**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
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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
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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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Labor/Monthly Report - HIMARS Renewal Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 22 September 2006. FOB: Destination				

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NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EH - M9545006RC65079 FFP FOB: Destination MILSTRIP: M9545006RC65079 PURCHASE REQUEST NUMBER: M9545006RC65079	1,640,387	Each	\$1.00	\$1,640,387.00

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NET AMT \$1,640,387.00

ACRN EH \$1,640,387.00  
 CIN: M9545006RC650790001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		87,724	Each	\$1.00	\$87,724.00
	ACRN EJ - M6785407RCZC037				
	FFP				
	FOB: Destination				
	MILSTRIP: M6785407RCZC037				
	PURCHASE REQUEST NUMBER: M6785407RCZC037				

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				NET AMT	\$87,724.00
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					\$87,724.00
	ACRN EJ				
	CIN: M6785407RCZC0370001AB				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		566,000	Each	\$1.00	\$566,000.00
	ACRN EK - M9545007RCR7AC4				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RCR7AC4				
	PURCHASE REQUEST NUMBER: M9545007RCR7AC4				

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				NET AMT	\$566,000.00
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					\$566,000.00
	ACRN EK				
	CIN: M9545007RCR7AC40001AC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	ACRN EL - M9545007RC72004	500,000	Each	\$1.00	\$500,000.00
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RC72004				
	PURCHASE REQUEST NUMBER: M9545007RC72004				

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NET AMT	\$500,000.00
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ACRN EL	\$500,000.00
CIN: M9545007RC720040001AD	

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

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN EH - M9545006RC65079 FFP FOB: Destination MILSTRIP: M9545006RC65079 PURCHASE REQUEST NUMBER: M9545006RC65079	159,613	Each	\$1.00	\$159,613.00

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NET AMT \$159,613.00

ACRN EH \$159,613.00  
CIN: M9545006RC650790002AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	ACRN EJ - M6785407RCZC037 FFP FOB: Destination MILSTRIP: M6785407RCZC037 PURCHASE REQUEST NUMBER: M6785407RCZC037	46,276	Each	\$1.00	\$46,276.00

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NET AMT \$46,276.00

ACRN EJ \$46,276.00  
CIN: M6785407RCZC0370002AB

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-OCT-2006 TO 06-OCT-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
0002 N/A	N/A	N/A	N/A
0002AA N/A	N/A	N/A	N/A
0002AB N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

EH: 17611095050 250 67854 067443 2D 5050SJ  
 COST CODE: 00006RC65079  
 AMOUNT: \$1,800,000.00  
 CIN M9545006RC650790001AA: \$1,640,387.00  
 CIN M9545006RC650790002AA: \$159,613.00

EJ: 177110727A0 250 67854 067443 2D M67854  
 COST CODE: 14ZC7RCZC037  
 AMOUNT: \$134,000.00  
 CIN M6785407RCZC0370001AB: \$87,724.00  
 CIN M6785407RCZC0370002AB: \$46,276.00

EK: 1771319M7KE 250 67854 067443 2D C2928A  
 COST CODE: 00007RCR7AC4  
 AMOUNT: \$566,000.00  
 CIN M9545007RCR7AC40001AC: \$566,000.00

EL: 17711092212 250 67854 067443 2D 221203  
 COST CODE: 00007RC72004  
 AMOUNT: \$500,000.00  
 CIN M9545007RC720040001AD: \$500,000.00

## 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**

<b>ACRN &gt;&gt;</b>	<b>Labor</b>	<b>Travel/ODC</b>	<b>T&amp;M Support</b>	<b>Total</b>
EH	1640387.00	159613.00	0.00	\$1,800,000.00
EJ	87724.00	46276.00	0.00	\$134,000.00
EK	566000.00	0.00	0.00	\$566,000.00
EL	500000.00	0.00	0.00	\$500,000.00
<b>Total</b>	<b>\$2,794,111.00</b>	<b>\$205,889.00</b>	<b>\$0.00</b>	<b>\$3,000,000.00</b>

Total amount of funding available for payment under this task order is \$3,000,000.00.

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

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

**PROJECT OFFICER:** The Project Officer under this order is:

**Mr. Lance Tracey (703-432-4223)**

[lance.tracey@usmc.mil](mailto:lance.tracey@usmc.mil)

Inspection and Acceptance of contract deliverables is the responsibility of the project officer, or their duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues (e.g., COTR). However, only the Contracting Officer has authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements and approval of ODCs, or related charges not previously identified in the Contractor's proposal. In the event the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and all costs relating thereto shall be borne by the Contractor.

#### **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 eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto: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-9014

Task Order Number: 0018

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

CLIN 0001	Total	MCTAGS	O&M, MCR	R&D	PMC
		0001AA/EH	0001AB/EJ	0001AC/EK	0001AD/EL
11/07/2006	\$ 232,843.00	\$ 89,530.00	\$ 7,311.00	\$ 94,335.00	\$ 41,667.00
12/07/2006	\$ 232,843.00	\$ 89,532.00	\$ 7,311.00	\$ 94,333.00	\$ 41,667.00
01/07/2007	\$ 232,843.00	\$ 89,532.00	\$ 7,311.00	\$ 94,333.00	\$ 41,667.00
02/06/2007	\$ 232,843.00	\$ 89,532.00	\$ 7,311.00	\$ 94,333.00	\$ 41,667.00
03/08/2007	\$ 232,843.00	\$ 89,533.00	\$ 7,310.00	\$ 94,333.00	\$ 41,667.00
04/07/2007	\$ 232,843.00	\$ 89,533.00	\$ 7,310.00	\$ 94,333.00	\$ 41,667.00
05/08/2007	\$ 232,843.00	\$ 183,866.00	\$ 7,310.00		\$ 41,667.00
06/07/2007	\$ 232,843.00	\$ 183,866.00	\$ 7,310.00		\$ 41,667.00
07/08/2007	\$ 232,843.00	\$ 183,866.00	\$ 7,310.00		\$ 41,667.00
08/07/2007	\$ 232,843.00	\$ 183,866.00	\$ 7,310.00		\$ 41,667.00
09/07/2007	\$ 232,843.00	\$ 183,866.00	\$ 7,310.00		\$ 41,667.00
10/07/2007	\$ 232,838.00	\$ 183,865.00	\$ 7,310.00		\$ 41,663.00
	<b>\$ 2,794,111.00</b>	<b>\$ 1,640,387.00</b>	<b>\$ 87,724.00</b>	<b>\$ 566,000.00</b>	<b>\$ 500,000.00</b>

**DELIVERY DESTINATION:**

COMMANDING GENERAL

MARCORSYSCOM: Attn - MR. LANCE TRACEY

AFSS

2200 LESTER ST

QUANTICO, VA 22134

**GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS - N/A**

**FACILITIES REQUIREMENTS** – Reference SOW paragraph 3.0. All aspects of facilitization are borne by the Offeror unless specific exception is noted in their proposal, or the task specially notes that “on-site,” e.g., government site, performance will be required.

**PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning **7 October 2006**. There is one (1) award term option remaining on this task Order.

### SECTION THREE

#### STATEMENT OF WORK FOR HIGH MOBILITY ARTILLERY ROCKET SYSTEM ANNUAL SUPPORT ENGINEERING & SCIENTIFIC

**1.0 Scope.** The scope of this effort is to provide on-going technical, analytical, and programmatic support for the Marine Corps Systems Command (MCSC) High Mobility Artillery Rocket System (HIMARS) and the Marine Corps Transparent Armored Gun Shield (MCTAGS). The scope of HIMARS/MCTAGS requirements includes technical support Full-Rate Production and follow-on implementation of course of action (COA) selection resulting from the analysis of test results from assessment conducted during initial production. Key efforts throughout FY07 include a full spectrum of production, initial fielding support and logistics support representing the interests of the Program Office for Joint (e.g. Navy, Army) programs and Integrated Product Team (IPT) meetings. HIMARS requirements include both programmatic and technical support for key FY07 initiatives such as defining and demonstrating amphibious capabilities (unique to the USMC) coincident with accelerated active forces fielding, deployment planning, support of the FY07 Re-Supply System (RSS) production effort, RSS armoring and logistics support, and development and update of program documentation. Efforts also include support for the testing and production for the Marine Corps Transparent Armor Gun Shield (MCTAGS). Key efforts throughout FY07 include on-site liaison support at Ft. Sill, OK and Huntsville, AL (AMCOM) providing New Equipment Training Team (NETT) support, representing the interests of the Program Office with the respective Army programs, and participating in various professional forums and Integrated Product Team (IPT) meetings. Support also includes an on site Equipment Specialist at MARCORLOGCOM at Albany, GA.

**1.1 Background.** The USMC HIMARS provides ground-based, responsive General Support / General Support-Reinforcing (GS/GSR) indirect fires which accurately engage targets at long range with high volumes of lethal fire under all weather conditions throughout all phases of combat operations ashore. The HIMARS Program is integrating, not developing, Principal End Items (PEIs) and munitions. The USMC HIMARS Program involves the Horizontal Technology Integration (HTI) of three PEIs; the Launcher, the Re-Supply Vehicle (RSV) and the Re-Supply Trailer (RST). The US Army is responsible for the production of the Launchers and munitions. PM HIMARS via the RSS IPT is responsible for the production of the RSV and RST. A USMC HIMARS system consists of one launcher, two RSVs, two RSTs and tactical munitions. HIMARS is Post Milestone C and currently in Initial Low-Rate Production (LRIP). The program has successfully conducted Operational Testing (OT) and will go to Full-Rate Production starting 1st quarter FY06. The HIMARS Interim Capability of one operational battery will be fielded 1st quarter FY06. Fox Battery, 2nd Battalion, 14th Marines (F 2/14) will be the USMC HIMARS Interim Capability. Initial Operational Capability (IOC) of one Battalion (5/11) is planned for May 2008 and Full Operational Capability (FOC) of another battalion (2/14) is planned for May 2010. The Total Munitions Requirement (TMR) defines the USMC HIMARS rocket munitions inventory. The rockets are a joint procurement with the Army and program activities include procurement, fielding and surveillance. Munitions will be selected from the Multiple Launch Rocket System (MLRS) Family of Munitions (MFOM) developed by the US Army and are currently in production.

The MCTAGS is an accelerated development, production and fielding program, in support of the Global War on Terrorism (GWOT). Production, fielding and operations and support are planned for FY07.

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The MCTAGS is an accelerated development, production and fielding program, in support of the Global War on Terrorism (GWOT). Production, fielding and operations and support are planned for FY07.

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

Activity – Anticipated Percentage	Para	Metric
• HIMARS Technical and Programmatic Support	60% 2.1.1	Reference: QASP
• HIMARS On-Site Liaison	30% 2.1.2	
• 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 engineering, analytical, acquisition and logistic 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 initiative. Administrative support shall be provided as required on a matrix basis.

### 2.1 Specific Requirements.

**2.1.1 HIMARS Technical and Programmatic Support.** PM HIMARS is responsible for several engineering, acquisition and logistics initiatives occurring during FY07, including active forces fielding, integration of amphibious requirements, interoperability engineering to support shipboard requirements, evolutionary technology integration and IPT sponsorship at various technical forums (e.g., USMC specific, Multi-Service). Additionally, the program office is responsible for RSS production and fielding test (e.g., data collection, Test Incident Report (TIR) resolution, safety support etc.), liaison with operating forces, logistics IPT participation and coordination of FY06 logistics requirements (e.g., provisioning, technical data, publications, etc.), and general analysis and development of program documentation. Throughout FY07, the HIMARS program office will execute both common and unique USMC aspects of the program with particular emphasis on Active Force fielding, the RSS effort, launcher improvements, and identifying opportunities for technology insertion coincident with funding constraints, and SME representation at various technical forums. The Contractor is responsible for coordinating an effective engineering and logistics support strategy based upon the FY07 priorities of the program office, including launcher and MFOM engineering efforts and RSS fielding. Key aspects of this support include expert engineering supporting safety certifications, test and evaluation support, amphibious compatibility, cost estimation, budget development and execution, logistics and fielding.

**2.1.1.1 MCTAGS Technical Support.** The MCTAGS Project Officer is responsible for the accelerated production and fielding schedules in support of OPFORs in the GWOT. The Contractor is required to support the production, testing, and fielding based upon established timelines. Critical aspects of support include the development of technical data (Installation, Operational Manuals), Production Engineering support, supporting the accelerated testing schedule (e.g. operational, safety) and logistics coordination (e.g. packaging, transportation) with the OPFORs. Production, fielding and operations and support are planned for FY07. Key efforts throughout FY07 include a full spectrum of production, initial fielding support and logistics support representing the interests of the Program Office for Joint (e.g. Navy, Army) programs and Integrated Product Team (IPT) meetings. Key efforts throughout FY07 include on-site liaison

support for vendors to provide the raw steel/aluminum and liner materials. Additional production support requirements will be at the laser cutting and welding factories and final assemble factories

**2.1.2 HIMARS On-Site Liaison.** The HIMARS program office is responsible for establishing a cohesive liaison capability at both Precision Fires, Rockets and Missile Systems (PFRMS) Redstone Arsenal, Huntsville, AL to support engineering and logistics activities sponsored by the US Army, at Ft. Sill, OK to develop USMC tactics, techniques, and procedures (TTPs), as well as to coordinate the New Equipment Training Team (NETT) and other operational requirements (e.g., operating safety procedures, Tables of Equipment / Organization development, representation at Field User Evaluations and test events, etc.) and at MARCORLOGCOM Albany, GA to support HIMARS fielding. Critical facets of liaison responsibilities include understanding Marine Corps organization, concept of employment for USMC HIMARS; technical familiarity with the acquisition objectives of the program; technical knowledge of the issues affecting the Marine Corps' position and the ability to represent those issues at IPTs and other technical forums; and the ability to act as the program office agent to resolve emerging issues and close out IPT action items. The Contractor is responsible for supporting this requirement with the capability to staff liaison billets at the respective sites to ensure that critical responsibilities are executed coincident with program schedules. Within this framework are requirements to provide SME on behalf of the Marine Corps HIMARS program; conduct liaison with US Army program sponsors to resolve critical issues; manage technical and operational requirements parochial to the Marine Corps mission (e.g., logistics, operations, training, equipment selection); and coordinate execution of program objectives with the HIMARS Program Office at MCSC.

**2.1.3 Management, Administration and Financial Support.** The HIMARS Program Office is responsible for establishing a cohesive management organization and support framework to execute management of business and technical attributes of program initiatives, oversight of prime vendor performance (e.g., progress, investment), and coordinating actions among IPTs and other participating activities. Supporting actions include development of task order work packages; WBS management; management of project schedules and deliverables; office and on-site Program Office administrative support; and coordination of Contractor resources to execute defined objectives. The Contractor is responsible for supporting an effective technical management program by ensuring the quality of technical products supports scheduled milestones, providing effective staffing and resource utilization coincident with program objectives, and managing resources to accommodate priorities of work. Additionally, the Contractor is responsible for supporting an effective business management strategy that provides the ability to develop sound business and investment solutions, as well as to maintain the process mechanics necessary to support efficient financial operations support within the program offices. Within this framework are specific requirements for general financial management, including business and investment analysis supporting Program Objective Memorandum (POM) development, administrative actions necessary to maintain budget controls and track performance, and development of budget exhibits, and other products of the Planning, Programming and Budgeting Execution (PPBE) Process.

**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 for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

## 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 HIMARS annual support task. 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 program office will identify a 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:

HIMARS Technical and Programmatic Support. The Contractor will be evaluated on the product quality of their engineering, technical, and programmatic support throughout the LRIP and initial fielding phase of the program.

HIMARS On-Site Liaison. The Contractor will be evaluated on the product quality of their on-site liaison and advisory support. This includes assessment methodology, engineering support, acquisition support and successful close out of operational related issues.

Management, Administration and Financial Support. 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)**

<b>Performance Objective</b>	<b>SOW</b>	<b>Performance Standard</b>	<b>Quality Level</b>	<b>Method of Surveillance</b>
HIMARS Technical and Programmatic Support	2.1.1	Acceptable performance has been met when the technical and programmatic strategy developed by the Contractor has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
HIMARS On-Site Liaison	2.1.2	Acceptable performance has been met when the on-site support effort and staffing developed by the Contractor has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Management, Administration and Financial Support	2.1.3	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

<sup>1</sup> 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  
SEE SCHEDULE

2. CONTRACT NO. **M67854-02-A-9014**      3. AWARD/EFFECTIVE DATE **04-Dec-2006**      4. ORDER NUMBER **0019**      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  
 UNRESTRICTED  
 SET ASIDE:      % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS:  
 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  
**SEE SCHEDULE**

16. ADMINISTERED BY      CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR      CODE **07MJ1**  
 ANTEON CORPORATION  
 3211 JERMANTOWN ROAD  
 FAIRFAX VA 22030-2844  
 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
<b>SEE SCHEDULE</b>					

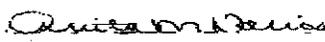
25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$3,269,072.00**

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 Anteon  
 OFFER DATED **27-Nov-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  
**04-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@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
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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> )

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP MC2I Engineering Support shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 27 November 2006. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EN - M9545007RCR7BA7 FFP FOB: Destination MILSTRIP: M9545007RCR7BA7 PURCHASE REQUEST NUMBER: M9545007RCR7BA7	1,190,000	Each	\$1.00	\$1,190,000.00
NET AMT					\$1,190,000.00
	ACRN EN CIN: M9545007RCR7BA70001AA				\$1,190,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ACRN EP - M9545007RCR7AW5 FFP FOB: Destination MILSTRIP: M9545007RCR7AW5 PURCHASE REQUEST NUMBER: M9545007RCR7AW5	1,000,000	Each	\$1.00	\$1,000,000.00

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NET AMT \$1,000,000.00

ACRN EP \$1,000,000.00  
 CIN: M9545007RC000340001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ACRN EQ - M9545007RCR7BA9 FFP FOB: Destination MILSTRIP: M9545007RCR7BA9 PURCHASE REQUEST NUMBER: M9545007RCR7BA9	250,000	Each	\$1.00	\$250,000.00

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NET AMT \$250,000.00

ACRN EQ \$250,000.00  
 CIN: M9545007RCR7BA90001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Labor - Incremental Funding FFP See the Limitation of Government Obligation Clause. FOB: Destination	619,072	Each	\$1.00	\$619,072.00

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NET AMT	\$619,072.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN EN - M9545007RCR7BA7 FFP FOB: Destination MILSTRIP: M9545007RCR7BA7	210,000	Each	\$1.00	\$210,000.00

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NET AMT	\$210,000.00
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ACRN EN CIN: M9545007RCR7BA70002AA	\$210,000.00
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## 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
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 04-DEC-2006 TO 03-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
0001AC	N/A	N/A	N/A	N/A
0001AD	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

EN: 1771319M7KC 250 67854 067443 2D C2273L  
 COST CODE: 7RCR7BA7111W  
 AMOUNT: \$1,400,000.00  
 CIN M9545007RCR7BA70001AA: \$1,190,000.00  
 CIN M9545007RCR7BA70002AA: \$210,000.00

EP: 1771319M7KC 260 67854 067443 2D C2278A  
 COST CODE: 45007RC00034  
 AMOUNT: \$1,000,000.00  
 CIN M9545007RC000340001AB: \$1,000,000.00

EQ: 1771319M7KC 250 67854 067443 2D C2278B  
 COST CODE: 7RCR7BA911F0  
 AMOUNT: \$250,000.00  
 CIN M9545007RCR7BA90001AC: \$250,000.00

AWARD TERMS AND CONDITIONS

SECTION 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
EN	1190000.00	210000.00	0.00	\$1,400,000.00
EP	1000000.00	0.00	0.00	\$1,000,000.00
EQ	250000.00	0.00	0.00	\$250,000.00
Total	\$2,440,000.00	\$210,000.00	\$0.00	\$2,650,000.00

The total amount of funding available for payment under this task order is **\$2,650,000.00**.

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:  
**Craig Pritzker (703) 432-4271**  
craig.pritzker@usmc.mil

Inspection and Acceptance of contract deliverables is the responsibility of the project officer, or their duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues (e.g., COTR).

However, only the Contracting Officer has authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements and approval of ODCs, or related charges not previously identified in the Contractor's proposal. In the event the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and all costs 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) applies. 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 eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto: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-9014

Task Order: 0019

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

<b>CLIN 0001 Modify Delete</b>	<b>Total</b>
01/04/2007	254923.0
02/03/2007	254923.0
03/05/2007	254923.0
04/04/2007	254923.0
05/05/2007	254923.0
06/04/2007	254923.0
07/05/2007	254923.0
08/04/2007	254923.0
09/04/2007	254923.0
10/04/2007	254923.0
11/04/2007	254923.0
12/04/2007	254919.0
<b>Total</b>	<b>\$3,059,072.00</b>

**7. DELIVERY DESTINATION:**

CG, MARCORSYSCOM  
 PG/MC2I ATTN: Mr. Craig Pritzker  
 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 4 December 2006. This is the last award term period of performance under the provisions of this task.

**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 **\$2,440,000.00** 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	\$2,650,000.00
NTE 09/06/2007	\$ 619,720.00
<b>TOTAL</b>	<b>\$3,269,072.00</b>

(End of clause)

### SECTION THREE

**STATEMENT OF WORK FOR**  
**MAGTF C2 WEAPONS AND SENSORS DEVELOPMENT & INTEGRATION**  
**SYSTEMS ENGINEERING TEAM SUPPORT**  
**Engineering & Scientific**

**1.0 Scope.** The scope of this effort is to provide on-going technical, managerial, and logistics support for the Product Group Director, MAGTF C2 Weapons and Sensors Development and Integration (MC2I), Systems Engineering Team (SET) support effort, including its attendant elements (e.g., Combat Identification (CID), Blue Force Situational Awareness (BFSA), Joint Fires Interoperability and Integration Team (JFIIT), Single Integrated Air Picture (SIAP)). The focus of this task is analytical support for SIAP, Combat ID (with an emphasis on the Component-led (Army) USMC Battlefield Target ID Device (BTID) program - (formerly called Mounted Cooperative Target Identification System (MCTIS) and the Joint Combat ID Marking Systems (JCIMS) program), the Integrated Architecture Behavior Model (IABM) initiatives, transition of technical solutions into viable courses of action, and exercise support involving SIAP/CID/IABM capabilities. Required actions encompassed by this task include, but are not limited to, technical support for the Coalition Combat ID Advanced Concept Technology Demonstration (CCID ACTD) extension program, preparing the Joint BTID program for a MS B decision in early FY08, fielding JCIMS devices and providing new equipment training for the JCIMS devices, technical and business analysis to define program strategies; CID/BFSA Capability Development support to the Marine Corps Combat Development Center (MCCDC), IPT and Working Group participation; and logistics support and management for MC2I participation in Service and Joint exercises and MC2I field test activities.

**1.1 Background.** The MC2I product group is responsible for managing and evaluating CID technologies and Joint initiatives affecting USMC weapons systems, SIAP integration into USMC C2 systems, and subject matter expertise (SME) representation at various USMC and Joint Service forums responsible for CID / SIAP technical oversight. During FY07, the USMC will join with the US Army to implement Army Marine Corps guidance direction the development of JCIDS documentation and a joint acquisition strategy to support transition of BTID technology successfully demonstrated during the FY05 CCID ACTD Exercise (Urgent Quest) effort to a Joint BTID Program (MS "B"). This goal is predicated upon resolving technical and programmatic issues affecting final requirements definition, assessing suitable alternatives, and successfully demonstrating capabilities under exercise conditions. MC2I is also responsible for supporting the CID/BFSA Capability Development efforts, the CCID ACTD Extension Program and Demonstration, the execution of the USMC SIAP acquisition strategy, and provide for engineering, analytical and technical support for a variety of Joint and Service specific field test and evaluation exercises.

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

Activity – Anticipated Percentage	Para	Metric
• Requirements Assessments & Technical Assistance	50%	2.1.1
• Exercise Logistics Support	20%	2.1.2
• System Engineering Support	20%	2.1.3
• Technical Management & Administration	10%	2.1.4

Ref: QASP

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 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. Requirements Assessments & Technical Assistance.** The MC2I Systems Engineering Team (SET) is responsible for the successful transition of Combat ID initiatives into viable USMC programs. The current near-term emphasis is on the Joint BTID program for direct fire mobile platforms and support vehicles, with a MS "B" planned for early FY-08. Within this framework, responsibility for technical assessment of product solutions, interoperability impacts, system/subsystem effectiveness, testing, and logistics support must be considered as complementary elements. Additionally, alternatives and program strategies must be vetted through a formal IPT process that includes USMC (e.g. MCCDC), Joint Service (e.g., CID-BFT/JCFSA ESC, OSDS, Mini DAB, C2, JFCOM, etc.) and Coalition forums<sup>1</sup>. In addition, MC2I is procuring and fielding JCIMS equipment to satisfy immediate fleet and operational need requirements. The contractor is responsible for defining JCIMS requirements, monitoring the production and delivery of JCIMS devices, and providing New Equipment Training (NET) to receiving units (CONUS only). The contractor will support completion of design work for the various USMC unique requirements and provide associated documentation required to obtain NSNs. A critical on-going initiative is the deployment of SIAP enhancements (e.g., sensor fusion, interoperability) for USMC C2 assets during the FY06-07 timeframe. Principal to this activity is data collection/analysis and assessments of capabilities established through formal Joint exercises. The Contractor is responsible for supporting these activities with expert knowledge of USMC concept of employment (i.e., MACCS assets), engineering expertise with mobile C2 platforms, comprehensive test planning (e.g., measures of effectiveness, test metrics), and expert technical representation throughout the IPT process. Ancillary actions include preparing program documentation related to technical, logistics and acquisition requirements, interfacing with operational and logistics support units, and recommending to the Project Officer pertinent to mission effectiveness and schedule adherence to establish programmatic baselines.

**2.1.2 Exercise Logistics Support.** The MC2I SET is responsible for the USMC participation in the planning, coordinating, and executing of JFIIT and other exercises (~2-4 annually) occurring

<sup>1</sup> Spaces and facilities will be provided at MCCDC for all on-site personnel throughout the duration of this task.

throughout FY07. These exercises require both technical (e.g., objectives, data collection/evaluation plans, MOE, MOE) and logistics (e.g., setup, maintain equipment, teardown) planning and execution. Specific logistics support for these exercises includes all facets of equipment support<sup>2</sup> for the requisite exercise, on-site support during the exercise, and post-exercise support to ensure effective retrograde. Critical facets of performance include supporting the data analysis network<sup>3</sup> (Unix / Linux / Windows) within the Analysis and Reduction for Operational Assessments (ARORA) shelter, which is the principal data collection equipment employed during the cited exercises. The Contractor is responsible for supporting all facets of exercise planning and coordination through the SET, providing exercise support teams to handle logistics and required technical support actions, and executing after-action analysis and reporting. This includes coordinating transportation of equipment, ensuring that all facets of required support are available to ensure exercise execution, and ensuring the overall quality of the data collection process and ARORA operations.

**2.1.3 Systems Engineering Support.** The MC2I SET is responsible for ensuring interoperability among the systems that comprise a MAGTF, as well as Joint and Coalition systems. The SET performs critical engineering support including, program risk assessments (e.g., SIAP software builds), system level testing (e.g., MOE / MOP development, procedures) to ensure functional integrity, and system engineering assessments to identify Family of Systems requirements. MC2I is responsible for identifying the functions and integration issues of the candidate systems that contribute to the Integrated Air and Missile Defense (IAMD) mission area as well as the Single Integrated Air Picture (SIAP), and ensuring the formal application of systems engineering processes to ascertain effectiveness and investment. The Contractor is responsible for supporting these efforts with system engineering (e.g. integrated architecture, Joint Systems Concepts) support to identify candidate technical solutions, ensuring the analytical framework supports the investment goals, and participation in a wide variety of IPTs. Ancillary actions include participating in Joint collaboration forums (e.g. Joint analysis tools), providing expert knowledge of Joint Architecture initiatives, risk management, and test engineering support.

**2.1.4 Technical Management & Administration.** The MC2I SET is responsible for establishing a cohesive technical management framework that ensures CID requirements are executed within program constraints. This includes all actions necessary to effectively support program technical activities, including business planning, conduct exercises, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the Quality Assurance Surveillance Plan (QASP). 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 review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. Key facets of management performance include developing formal processes for

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<sup>2</sup> Exercise support includes identifying requirements for equipment to support each exercise, inventorying and

reporting performance, ensuring progress of task actions, interfacing with Government customers, and executing in accordance with quality assurance provisions. 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 ODCs.** The MC2I SET will require the Contractor to 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, security) throughout the course of performance to support the scope of activities. 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. Limited overseas travel (OCONUS) to NATO Countries (in support of Coalition Combat ID programs) may also be required. Travel 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 PM MC2I Combat ID 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 MC2I Combat ID Project Lead 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. 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:

Requirements Assessments & Technical Assistance. The Contractor will be evaluated on the product quality of their systems engineering, and product assessments. This also includes assessment methodology, documentation, and successful close out of operational related issues.

Exercise Support. The Contractor will be evaluated on product quality of their exercise support, and analysis of their findings. This includes both draft and final products, quality of analytical findings, and presentations.

Systems Engineering Support. The Contractor will be evaluated on product quality of their systems engineering, and Joint Architectural products, and analysis of their findings. This includes both draft and final products, quality of analytical findings, and presentations.

Technical Management, Acquisition & 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 <sup>4</sup>	Method of Surveillance
Requirements Assessments & Technical Assistance	2.1.1	Acceptable performance has been met when the requirements assessments and COA selection process have been accepted by the Government as effectively supporting program goals	Excellent Acceptable Poor	Inspection Analysis Demonstration
Exercise Support	2.1.2	Acceptable performance has been met when effective exercise and logistic support of planned exercises has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Systems Engineering and Exercise Support	2.1.3	Acceptable performance has been met when effective systems engineering and integration, has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management, Acquisition & 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

<sup>4</sup> 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  
M9645007RCR7AW8

PAGE 1 OF 11

2. CONTRACT NO. M67854-02-A-9014  
3. AWARD/EFFECTIVE DATE 18-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  
MARCORSYSCOM  
2200 LESTER STREET  
QUANTICO VA 22134-6050  
CODE M67854  
TEL: 703-432-3773  
FAX: 703-432-3534

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

12. DISCOUNT TERMS  
Net 30 Days

15. DELIVER TO CODE  
**SEE SCHEDULE**

16. ADMINISTERED BY CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 07MU1  
ANTEON CORPORATION  
3211 JERMANTOWN ROAD  
FAIRFAX VA 22030-2844  
FACILITY CODE  
TEL.

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
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$75,214.97**

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 Antea.  OFFER DATED 07-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  
*Anita M. Norris*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
*Anita M. Norris*

31c. DATE SIGNED  
18-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@usmc.mil

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

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
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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	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
41c. DATE	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP E3CP Support Services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 07 December 2006. FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN ES - M9545007RCR7AW8 FFP FOB: Destination MILSTRIP: M9545007RCR7AW8 PURCHASE REQUEST NUMBER: M9545007RCR7AW8	69,964.97	Each	\$1.00	\$69,964.97
				NET AMT	\$69,964.97
	ACRN ES CIN: M9545007RCR7AW80001AA				\$69,964.97

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 ES - M9545007RCR7AW8 FFP FOB: Destination MILSTRIP: M9545007RCR7AW8 PURCHASE REQUEST NUMBER: M9545007RCR7AW8	5,250	Each	\$1.00	\$5,250.00
NET AMT					\$5,250.00
ACRN ES CIN: M9545007RCR7AW80002AA					\$5,250.00

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 03-JAN-2007 TO 02-JAN-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

ES: 1771319M7KF 250 67854 067443 2D C2316E  
 COST CODE: 7RCR7AW815X0  
 AMOUNT: \$75,214.97  
 CIN M9545007RCR7AW80001AA: \$69,964.97  
 CIN M9545007RCR7AW80002AA: \$5,250.00

AWARD TERMS AND CONDITIONSSECTION 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.)
- 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
ES	69964.97	5250.00	0.00	\$75,214.97
Total	\$69,964.97	\$5,250.00	\$0.00	\$75,214.97

The total amount of funding available for payment under this task order is \$75,214.97.

- PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
- INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
- PROJECT OFFICER:** The Project Officer (e.g., sponsor) for this order is:

**Mr. Tim Parker 703-432-3445**

**leroy.t.parker@usmc.mil**

Inspection and Acceptance of contract deliverables is the responsibility of the project officer, or their duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues (e.g., COTR).

However, only the Contracting Officer has authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements and approval of ODCs, or related charges not previously identified in the Contractor's proposal. In the event the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and all costs 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 eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto: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-9014

Task Order: 0020

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

<b>CLIN 0001 Modify Delete</b>	<b>Total</b>
02/02/2007	5830.0
03/04/2007	5830.0
04/03/2007	5830.0
05/04/2007	5830.0
06/03/2007	5830.0
07/04/2007	5830.0
08/03/2007	5830.0
09/03/2007	5830.0
10/03/2007	5830.0
11/03/2007	5830.0
12/03/2007	5830.0
01/03/2008	5834.97
Total	\$69,964.97

**7. DELIVERY DESTINATION:**

CG MARCORSYSCOM  
PG / GTES ATTN: Tim Parker  
2200 Lester St.  
Quantico, VA 22134-6050

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

**9. FACILITIES REQUIREMENTS** – Reference SOW paragraph 3.0. All aspects of facilitization are borne by the Offeror unless specific exception is noted in their proposal, or the task specially notes that “on-site,” e.g., government site, performance will be required.

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning **03 January 2007**, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

**SECTION THREE**  
**ELECTROMAGNETIC ENVIRONMENTAL EFFECTS CONTROL PROGRAM SUPPORT**  
**ENGINEERING & SCIENTIFIC**

**1.0 Scope.** The scope of this additional effort is a result of a new requirement to provide electromagnetic environmental effects support for the US Navy's electromagnetic environmental effects control program (E3CP) for the Joint Assault Bridge (JAB) and Assault Breecher Vehicle (ABV) programs. This additional support will require the Contractor to provide Electromagnetic Compatibility support (EMC) to the PM Ground Transportation and Engineer (PM GTES) to support ongoing development efforts. The E3CP effort will be executed under the guidance of the PM Ground Transportation and Engineering Systems, encompassing engineering guidance in MIL STD 461 / 464, performing criticality analysis and effects, training and awareness, and quality assurance of E3 related system documentation.

**1.1 Background.** The Electromagnetic Environmental Effects Control Program (E3CP) is designed to identify E3 problems and their impacts, assist in remediation, and ensure that new equipment solutions adequately consider the electromagnetic environment in which the systems must operate. The E3CP begins at MS-A and is to be applied by procuring agencies and by development and operations activities at appropriate times during the life cycle of the system. E3CP is applied to any system, which can be susceptible to electromagnetic energy. Electromagnetic Compatibility (EMC) is the ability of a system or equipment to operate within design tolerances in its intended environment, with adjacent systems and equipment, and/or by itself. EMC can be achieved through proper design, development, test and production methods, accepted installation practices and life cycle maintenance and support. To be effective, the design methodology must provide a clearly defined, coherent approach for preventing electromagnetic problems and for achieving the required EMC. Normally, EMC will not be attained unless these aspects are emphasized by management in an EMC program established early in the conceptual and design phases of equipment and weapon systems/equipment.

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

Activity – Anticipated Percentage	Para	Metric
Technical & Programmatic Support	100%	2.1. 1 Reference : QASP

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 engineering, analytical, acquisition and logistic 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 initiative. Administrative support shall be provided as required on a matrix basis.

**2.1 Specific Requirements.**

**2.1.1 Technical and Programmatic Support.** The EMC project officer is responsible for several engineering, acquisition and logistics initiatives occurring during FY07, including electrical power

and EMC technical services to the PM GTES for the Joint Assault Bridge (JAB) and Assault Breecher Vehicle (ABV) programs. Additionally, the program office is evaluating performance of the JAB and ABV and determining necessary improvements or corrections. Evaluations will take place during various program events, to include: systems fabrication, developmental testing, operational test and evaluation and technical reviews. The Contractor is responsible for providing testing and analytical support as well as troubleshooting services at Anniston Army Depot, AL; Aberdeen Proving Grounds, MD; Quantico, VA; and other locations as required. Support will include troubleshooting the prototype vehicle to develop opportunities for future enhancements to the system, conduct analysis of EMI issues for follow on systems, and troubleshooting electrical systems throughout Developmental Testing. Outputs of the support will include; technical reports with supporting data, photos, and analysis as necessary to document tests and assessments of system performance and any problems discovered. Additional outputs of support include providing observations, conclusions, and recommendations for corrective actions as warranted by findings.

<b>Notional Support Schedule</b>	
Initial Inspection	Dec 06
Testing	Jan -Feb 07
JAB 2 Build	June - Aug 07

**3.0 Facilities, Travel and ODCs.** The Contractor will provide facilities for meetings and IPTs (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program requirements (e.g., document storage, security) throughout the course of performance to support the scope of activities. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates and will not reimburse separately. Further, if specific equipment models, software applications, or related support items are 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 (both CONUS/OCONUS) will be required, with the potential for extended deployment in various theaters of operation. Travel 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 E3CP scientific and support task. 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.** JAB Team Leader 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 contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order. The designated individual 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:

Technical & Programmatic Support. The Contractor will be evaluated on the quality of their ECP technical support and coordination of JAB/AVB electromagnetic initiatives between stakeholders.

**Enclosure 1**  
**PERFORMANCE REQUIREMENTS SURVEY (PRS)**

<b>Performance Objective</b>	<b>SOW</b>	<b>Performance Standard</b>	<b>Quality Level<sup>1</sup></b>	<b>Method of Surveillance</b>
Technical & Programmatic Support	2.1.1	Acceptable performance been met with the management framework, organizational processes, and coordination of stakeholders priorities has been accepted by the government.	Excellent Acceptable Poor	Inspection Demonstration

<sup>1</sup> 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.