

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

1. REGULATION NUMBER
SEE SCHEDULE

PAGE 1 OF 16

3. CONTRACT NO. M67854-Q2-A-9015		1. AWARD EFFECTIVE DATE 28-Sep-2006		4. ORDER NUMBER 0010		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. POINT OF SOLICITATION INFORMATION CALL				8. NAME				9. TELEPHONE NUMBER (No. Digits/Chars)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MARCORSYS/SCOM 2200 LESTER STREET QUANTICO VA 22134-8090		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: N FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (B/A) NAICS: 541330 SIZE STANDARD:				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days	
TEL: 703-432-3773 FAX: 703-432-3534				13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700) <input type="checkbox"/>				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9				CODE	
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17a. CONTRACTOR/OFFEROR BAE SYSTEMS APPLIED TECHNOLOGIES, INC CAROLYN ARMSTRONG 1801 RESEARCH BOULEVARD RUCKVILLE MD 20850-3173 TEL: 301-736-4211		CODE 89789		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43238-9022				CODE M67443	
FACILITY CODE									

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,706,208.00			
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9, 52.212-8 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 2 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 TO OFFER DATED 28-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	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		32a. DATE SIGNED 28-Sep-2006	
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KIM M. BERRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: kimberly.berris@gsa.gov	
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PREVIOUS EDITION IS NOT USABLE

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

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

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

30a. QUANTITY IN COLUMN 21 HAS BEEN

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

32a. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32b. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32d. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL

FINAL

COMPLETE

PARTIAL

FINAL

38. SIR ACCOUNT NUMBER

39. SIR VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Anti-Armor Support Services shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 26 September 2006 FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN BX - M9545006RC63019 FFP FOB: Destination MILSTRIP: M9545006RC63019 PURCHASE REQUEST NUMBER: M9545006RC63019	(b)(4)	Each	(b)(4)	
NET AMT					(b)(4)
ACRN BX					
CIN: M9545006RC630190001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ACRN BY - M9545006RC63018 FFP FOB: Destination MILSTRIP: M9545006RC63018 PURCHASE REQUEST NUMBER: M9545006RC63018		Each		

NET AMT

(b) (4)

ACRN BY
CTN: M9545006RC630180001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ACRN BZ - M9545006RCR5FY2 FFP FOB: Destination MILSTRIP: M9545006RCR5FY2 PURCHASE REQUEST NUMBER: M9545006RCR5FY2		Each		

NET AMT

(b) (4)

ACRN BZ
CTN: M9545006RCR5FY20001AC

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

NET AMT

(b) (4)

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 BY - M9545006RC63018 FFP FOB: Destination MILSTRIP; M9545006RC63018 PURCHASE REQUEST NUMBER: M9545006RC63018		Each		

NET AMT

(b) (4)

ACRN BY
CIN: M9545006RC630180001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	N/A	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	N/A	N/A	N/A	Government
0002	N/A	Government	Destination	Government
0002AA	N/A	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

BX: 17611093123 250 67854 067443 2D 31238D
 COST CODE: 6RC6301913YK
 AMOUNT: [REDACTED]
 CIN M9545006RC630190001AA [REDACTED]

BY: 17611093011 250 67854 067443 2D 30115C
 COST CODE: 6RC6301823YI
 AMOUNT: [REDACTED]
 CIN M9545006RC630180001 [REDACTED]

CIN M9545006K0630180001AB: [REDACTED]

BZ. 1761319M4TK 250 67854 (06744) 2D C1964C

COST CODE: 6RCRSEY213UL

AMOUNT: [REDACTED]

CIN M9545006K0630180001AC: [REDACTED]

AWARD TERMS AND CONDITIONS

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0010 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	F&M Support	Total
BK	[REDACTED]	0.00	0.00	[REDACTED]
BY	[REDACTED]	[REDACTED]	0.00	[REDACTED]
BZ	[REDACTED]	0.00	0.00	[REDACTED]
Total	[REDACTED]	[REDACTED]	\$0.00	\$1,448,554.00

The total amount of funding available for payment under this task order is: **\$1,448,554.00.**

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

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

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

Axel Fait 703-432-3744

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9015

Task Order: 0010

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

CLIN 0001 Modify Update	Total
11/01/2006	208851.0
12/01/2006	208851.0
01/01/2007	208851.0
01/31/2007	208851.0
03/02/2007	208851.0
04/01/2007	208851.0
05/02/2007	208851.0
06/01/2007	208851.0
07/02/2007	208851.0
08/01/2007	208851.0
09/01/2007	208851.0
10/01/2007	208847.0
Total	\$2,506,208.00

7. DELIVERY DESTINATION:

CG MARCORSYSCOM
 PG / IWS ATTN: Axel Fait
 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 specialty 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 October 2006, with the possibility for one (1) additional term 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 (b) (4) is presently available for payment and allotted to this contract. An amount schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause.

This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

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

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

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

On execution of contract	\$1,448,554.00
NTE 01/02/2007	\$ 419,218.00
NTE 04/02/2007	\$ 419,218.00
NTE 07/02/2007	\$ 419,218.00

Section Three
STATEMENT OF WORK
FOR

ANNUAL SUPPORT FOR INFANTRY WEAPONS SYSTEMS – ANTI-ARMOR WEAPONS

ENGINEERING & SCIENTIFIC

1.0 Scope. The scope of this effort is to provide on-going technical, logistics and programmatic support for Marine Corps Systems Command (MCSC), Infantry Weapons Systems (IWS) Anti-Armor Weapons programs. The scope of FY07 requirements includes engineering support for guidance, fuzing, technology insertion for targeting improvements and retrofit programs for training assets to the Saber System and Shoulder Launched Multi-Purpose Assault Weapon (SMAW II). Preparation for FY08 fielding of Saber systems includes test engineering support for multiple programs, system software evaluation, and system safety/Weapon System Explosive Safety Review Board (WSESRB) certification. Fielding requirements for the Saber System will include new equipment training, CLS preparation, OPFOR/OEM system fielding coordination, general maintenance and supportability analysis. In addition, inventory management shall be required for Javelin, SMAW, and the M-220 Tube-launched, Optically tracked, Wire-guided (TOW) missile. General programmatic support (e.g., milestone preparation, briefings, IPT participation, DoD 5000 documentation, configuration and program database management (PDM) support) will be required throughout the period of performance for each of the principal systems.

1.1 Background. The following is a breakout of the weapon systems that form the requirements for this task. The Saber System will replace the Tube-launched, Optically tracked, Wire-guided missile weapon (TOW) weapon system. TOW is a command-to-line-of-sight wire-guided weapon designed to attack and defeat main battle tanks and other armored vehicles. It will operate in

all-weather conditions and on the "dirty" battlefield. The Improved Target Acquisition system (ITAS) launcher is the most recent launcher upgrade. It is compatible with all TOW missiles. The AAWS-H Program received supplemental funding in FY04 to purchase the TOW 2B Aero Extended Range/Counter Active Protection System (ER/CAPS) missile. The PM has 776 TOW 2B Aero missiles on contract to be delivered Jan 2007. The Saber program received FY05 supplemental funding to procure 1,379 TOW Bunker Buster missiles in support of the MOUT mission. The ITAS with incorporated Far Target Location and the TOW missile define the Saber System. These improvements incorporate increased missile and target acquisition range to enhance gunner and platform survivability. The requirements for Saber are to provide the Marine Corps with a highly mobile, inherently accurate weapon system designed to defeat modern threat armor beyond the effective range of enemy main guns. This system can be employed from a HMMW-V or ground mount. Desired characteristics for this system include fire and forget or reduced tracking, increased lethality against projected threat armor, increased range over current TOW, and counter active protection system capability. The ITAS system will incorporate a new Position Attitude Determination System (PADS) that provides the USMC with the capability to accurately determine the position of enemy threats. The incorporation of a new fuse, TOW Alternate Fuse (TAF) will be qualified and incorporated in to future buys of Bunker Buster and RF missiles to achieve compliance with WSESRB fuzing requirements. SMAW is a recoilless rocket launcher which fires an 83mm rocket from an encased tube, which is attached to the launcher. There are currently three types of rockets maintained in the Marine Corps inventory: Common Practice Round, High-Explosive Dual-Purpose, and High-Explosive Anti-Armor. The system has an effective range of 250 meters. The integrated spotting rifle is used to determine range and cross wind correction to ensure a high probability of hit. The SMAW is organic to the Marine Infantry Company, Combat Engineer Platoon, and Light Armored Reconnaissance Company. The SMAW II will replace current SMAW and will be a highly accurate assault weapon designed to defeat a variety of targets on the battlefield. SMAW II will include fire from enclosure, greater wall breaching effects, lighter weight, and improved availability, reliability, and lethality. The Javelin System (Javelin) is a man-portable, fire-and-forget, medium-range antitank weapon system consisting of the Command Launch Unit (CLU) and Tactical Round. The CLU's Imaging Infrared (IIR) system is used to detect targets during conditions of poor visibility and night operations. The Round consists of the fire-and-forget missile and the discardable Launch Tube Assembly (LTA), with a range of greater than 2,000 meters. In addition, the missile has two gunner-selectable flight modes. The Top Attack mode allows the missile to impact on top of the target and the Direct Attack mode allows the missile to engage targets that are in a covered position. The Javelin has a "soft launch" for minimized launch signature and firing from enclosure capability. An elevated trajectory, combined with tandem, shaped-charge warheads, optimizes the Javelin's lethality against modern tanks. Eight Javelin systems have replaced the twelve DRAGON systems previously in the anti-armor Section, Weapons Company, Infantry Battalion. Javelin is in the first year of Block 1 Full Rate Production.

2.0 General Requirements. The Contractor shall provide continuous support for Anti-Armor initiatives as generally aligned with the percentage of effort stipulated:

Activity – Anticipated Percentage		Para	Metric
Anti-Armor Engineering & Technical Support	50%	2.1.1	
Anti-Armor Logistics & Programmatic Support	45%	2.1.2	Ref: QASP
Management & Administration	5%	2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable engineering, analytical, acquisition and logistics 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. Anti-Armor Engineering & Technical Support. The Anti-Armor Program Office is responsible for implementing a comprehensive program of engineering and technical support to meet near-term program objectives, as well as to support currently fielded programs undergoing engineering improvements and next generation technology upgrade. Within this framework exist requirements to assess missile guidance, fuzing, and targeting technologies prosecuted through engineering change proposals (ECPs), modifications stemming from test results, and related proof-of-concept excursions for developmental and fielded capabilities. Additional engineering emphasis will focus on system safety analyses, test planning and qualification testing, failure modes analyses, and validation testing of modifications. Further engineering analyses and assessments will focus on weapons platform and vehicle interface. The Contractor shall support these activities with engineering evaluations of obsolescence of technology, technology insertion, capabilities enhancements, configuration control, coordination with OPFOR and OEM technical staff, and SME participation in Navy and Joint working groups and oversight boards. Key facets of performance include independent engineering analyses (e.g., RAM, design to cost objectives, performance assessments), institution of a comprehensive system safety and WSESRB program, and additional human factors analysis (HFA). Based upon the priority of work associated with the weapon systems included in this task, the Contractor shall prepare for milestone and related program decisions, generating formal acquisition documentation (e.g., SAMP, TEMP, etc.), and ensuring the overall technical quality of the engineering and technical support program.

2.1.2. Anti-Armor Logistics & Programmatic Support. The Anti-Armor Program Office is implementing a cohesive support program that ensures logistics efforts (e.g., inventory management, configuration control, training, and RAM objectives) for developmental, production and legacy systems are considered as an element of a total life cycle strategy. Within this framework are general inventory and asset management requirements (e.g., interfacing with MCLB Albany and other inventory management activities), more complex RAM analysis and maintenance planning activities, and coordinating operator/maintainer training for new equipment fielding. Additional support will focus on updates to programmatic documentation (e.g., DoD 5000, safety, and Joint program requirements), SME representation at stakeholder IPTs, and developing suitable program/investment strategies aligned with risk and technical priorities. The Contractor shall be responsible for coordinating an effective logistics support strategy based upon the FY07 priorities of the program office, including implementing a comprehensive configuration control and liaison program with constituent stakeholders, identifying training requirements and coordinating with both OPFORs and OEMs, and establishing capabilities to assess system logistics predictions and recommend courses of action. Key aspects of this support include logistics assessments for both developmental and fielded systems undergoing upgrade, test and evaluation support, resolution of safety issues, and resolution of both Joint and USMC issues affecting fielding and configuration of the objective capability. Along with maintaining up to date programs of instructions for all fielded systems, and providing refresher

training for Fleet units as requested the contractor shall be responsible for standing up the initial cadre of Saber new equipment training teams to include vehicle modification, maintainer, and operator training.

2.1.3 Management and Administration. The Anti-Armor 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 administrative support; and coordination of Contractor resources to execute defined objectives. The Contractor shall be responsible for supporting an effective technical management program by ensuring the quality of technical products, support scheduled milestones, provide effective staffing, resource allocation coincident with program objectives, and manage resources to accommodate priorities of work. The Contractor shall be 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 of the program office. Within this framework are specific requirements for general financial management, business and investment analysis, which support Program Objective Memorandum (POM) development, administrative actions necessary to maintain budget controls, track performance, develop budget exhibits, and other products of the Planning, Programming and Budgeting Execution System (PPBES).

3.0 Facilities, Travel, and ODCs. The Contractor shall provide facilities for meetings and IPTs (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program requirements (e.g., dedicated meeting area, 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 IWS Anti-Armor 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 Anti-Armor Project Lead 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:

Anti-Armor Engineering & Technical Support. The Contractor will be evaluated on the quality of their engineering and technical efforts associated with high-priority developmental systems, ECP analysis of proposed configuration changes for fielded capabilities, and comprehensive safety and WSESRB support.

Anti-Armor Logistics & Programmatic Support. The Contractor will be evaluated on the effectiveness and the quality of their logistics support efforts and programmatics, including implementing a comprehensive inventory management program, liaison with stakeholders, formal documentation, and support to effective program execution.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ¹	Method of Surveillance
Anti-Armor Engineering & Technical Support	2.1.2	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
Anti-Armor Logistics & Programmatic Support	2.1.1	Acceptable performance has been met when the quality of the logistics and programmatic support has been determined to meet the program objectives.	Excellent Acceptable Poor	Analysis Demonstration
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

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

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

1. REQUISITION NUMBER
M67854079CAF040

2. CONTRACT NO. M67854-02-A-0015	3. AWARD EFFECTIVE DATE 02-Oct-2006	4. ORDER NUMBER 0811	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL	8. NAME	9. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY MSR COREY BOOM 2200 LESTER STREET QUANTICO VA 22134-0050 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"/> S(A) NAICS: 541330 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 760) <input type="checkbox"/>	13b. RATING
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP		

15. DELIVER TO SEE SCHEDULE	CODE		16. ADMINISTERED BY MCSO CONTRACTING OFFICES CODE CTO 2200 LESTER STREET QUANTICO VA 22134-0050	CODE	M67854
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17a. CONTRACTOR/OFFEROR BAE SYSTEMS APPLIED TECHNOLOGIES, INC CAROLYN ARMSTRONG 1801 RESEARCH BOULEVARD ROCKVILLE MD 20850-3173 TEL: 301-738-4251	CODE	99789	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 389022 ATTN: KANSAS - M67443 COLUMBUS OH 43298-9022	CODE	M67443
FACILITY CODE					

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,504,588.00
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<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>2</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 <u>M67854</u> <input checked="" type="checkbox"/> OFFER DATED <u>28-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>	31c. DATE SIGNED 02-Oct-2006
--------------------------------------	--	-------------------------------------

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ARLISA H. MORGAN / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: arlisa.morgan@gsa.gov
--	------------------	--

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

32b. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

38. SIR ACCOUNT NUMBER	39. SIR VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41b. CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41c. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
	42c. DATE RECD (YYMMDD) 42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Monthly Labor Report for EFSS and ITV Program Support renewal shall be performed in accordance with the attached Statement of Work and the Contractor's Proposal dated 25 September 2006 FOB: Destination				
NET AMT					50.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN CA - M6785407RCAP040 FFP FOB: Destination MILSTRIP: M6785407RCAP040 PURCHASE REQUEST NUMBER: M6785407RCAP040	(b) (4)	Each	(b) (4)	
NET AMT					(b) (4)
ACRN CA CIN: M6785407RCAP0400001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Labor - Incrementally Funded FFP See Limitation of Government Obligation Clause, Section Two FOB: Destination	[REDACTED]	Each	[REDACTED]	[REDACTED]

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODC's FFP FOB: Destination				

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN CA- M6785407RCAF040 FFP FOB: Destination MILSTRIP: M6785407RCAF040 PURCHASE REQUEST NUMBER: M6785407RCAF040	[REDACTED]	Each	[REDACTED]	[REDACTED]

NET AMT [REDACTED]

ACRN CA
CIN: M6785407RCAF0400002AA

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	IJC
0001	POP 02-OCT-2006 TO 01-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

CA: 17711862TAD 250 67854 067443 2D M67854
 COST CODE: 14AF7RCAP040
 AMOUNT: \$495,000.00
 CTN M6785407RCAP040001AA
 CTN M6785407RCAP040002AA

AWARD TERMS AND CONDITIONSSECTION TWO

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0011 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.

3. FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/ODC	F&M Support	Total
CA	(b) (4)	(b) (4)	0.00	\$495,000.00
Total			\$0.00	\$495,000.00

The total amount of funding available for payment under this task order is: **\$495,000.00**

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

5. 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:

Daryl McClung 703-432-4193
daryl.s.mcclung@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 provisions at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP² using the embedded feature, then send email notification of your invoice postings to kristin.ashcraft_ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinates 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-9015

Task Order Number: 0011

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

CLIN 0001 <u>Modify</u> <u>Delete</u>	Total
11/01/2006	123299.0
12/01/2006	123299.0
01/01/2007	123299.0
01/31/2007	123299.0
03/02/2007	123299.0
04/01/2007	123299.0
05/02/2007	123299.0
06/01/2007	123299.0
07/02/2007	123299.0
08/01/2007	123299.0
09/01/2007	123299.0
10/01/2007	123309.0
Total	\$1,479,599.00

7. DELIVERY DESTINATION:

CG MARCORSYSCOM

PG / ISI ATTN: Daryl McClung

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 02 October 2006, with the possibility for one (1) additional term 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 [REDACTED] 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	\$ 495,000.00
NTE 01/01/2007	\$ 369,863.00
NTE 04/01/2007	\$ 369,863.00
NTE 07/01/2007	\$ 369,863.00

(End of clause)

**STATEMENT OF WORK FOR
EXPEDITIONARY FIRE SUPPORT SYSTEM & INTERNALLY TRANSPORTABLE VEHICLE
TECHNICAL SUPPORT**

ENGINEERING & SCIENTIFIC

1.0 Scope. The scope of this effort is to provide on-going technical, engineering, and programmatic support for the Marine Corps Systems Command (MCSC), Armor and Fire Support Systems (AFSS), Expeditionary Fire Support System (EFSS) and Internally Transportable Vehicle (ITV). The scope of EFSS requirements includes programmatic support for the FY06 Low Rate Initial Production (LRIP) effort and follow-on implementation of course of action (COA) selection resulting from the analysis of test results from assessment conducted during SD&D. The results of these efforts will prepare the EFSS increment one capability for Operational Test and Evaluation (OT&E) in FY07. ITV requirements include both programmatic and technical support for LRIP and FY07 Full Rate Production (FRP), including Safety and Readiness, decision/documentation coincident with the LRIP effort, test and logistics support, and development / updates to program documentation in preparation for FRP. Key efforts throughout FY07 include monitoring and analyzing the results from developmental and operational testing, maintenance of required statutory and regulatory documentation, providing EFSS/ITV program, engineering, technical and administrative support to the EFSS/ITV Integrated Product Teams (IPTs), and representing the interests of the Program Office at various professional forums and IPT meetings.

1.1 Background. EFSS will be the principal indirect fire support system for the vertical assault element of an Amphibious Battle Group and integrate into the Marine Air Ground Task Force (MAGTF) overall fire support plan. The EFSS design and configuration will ensure that its tactical mobility, both in the air and on the ground, is equal to the supported force. The EFSS will employ evolutionary acquisition/spiral development to develop and field incremental capabilities. Increment one is scheduled for Initial Operational Capability (IOC) in FY07, with one battery operational in a Marine Expeditionary Unit (MEU). Increment one Full Operational Capability (FOC) is desired by FY10. For increment one, emphasis was on Non-Developmental Items (NDI). The EFSS evolutionary acquisition strategy is divided into increments that represent the progressive acquisition of system capabilities and performance. EFSS is currently completing Developmental Test and Evaluation (DT&E) and is preparing to enter OT&E. ITV is a joint, Marine Corps-led acquisition program to field an expeditionary assault vehicle supporting Expeditionary Maneuver Warfare and Over-the-Horizon amphibious operations. U.S. Special Operations Command will serve as a participating component. The ITV will provide a deployed MAGTF with a ground vehicle that is internally transportable in the MV-22 and CV-22 tilt-rotor aircraft, as well as CH-53, and MH-47 aircraft. The vehicle will serve primarily as a high mobility weapons-capable platform to support a variety of operations to provide ground units equal or greater mobility than the MAGTF maneuver elements they support, thereby enhancing their mission performance and survivability. The ITV will provide Special Operation Forces with a ground mobility platform to support special reconnaissance, direct action, unconventional warfare, foreign internal defense, counter-terrorism, personnel recovery and anti-terrorism.

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

Activity – Anticipated Percentage	Para	Metric
• EFSS / ITV Technical Support	35% 2.1.1	
• EFSS / ITV Logistics & Programmatic Support	50% 2.1.2	Ref: QASP
• Management & Administration	15% 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 EFSS / ITV Technical Support. The EFSS/ITV Program Office is responsible for implementing a comprehensive program of engineering and technical support to meet near-term objectives. Within this framework are requirements to assess OEM¹ (prime) contractor production articles to meet the capabilities established by the EFSS and ITV performance specification. Analyses of assessment results include conducting quantitative tradeoff analysis, and developing an analytical hierarchy for capturing cost, performance and risk. The objective of this integrated effort is to define a logical COA for entry into the FRP phase. The Contractor is responsible for supporting these activities with programmatic, engineering, logistics and analytical support to assess production representative and LRIP article capabilities against a formal traceability matrix, quantify the results to support potential COAs, and providing remedies for articles that fail to meet specification. Additional activities include maintaining and tracking contract deliverables, supporting OT&E, and providing engineering review and assessments of Engineering Change Proposals (ECPs). Key technical areas include vehicular armor planning, provisioning and fielding planning, and technical planning for future variants. Within this framework are requirements to support a formal IPT process, integrating Contractor resources with Government staff, with Subject Matter Expert (SME) representation. Key IPT efforts include:

2.1.1.1 Lethality IPT Support. The Contractor will provide programmatic, engineering and analytical expertise to support the EFSS weapon system, fire control system, ammunition and ammunition development, and employment of the system. The Contractor will support the IPT to ensure that system safety is consistent with operational requirements, is incorporated into all aspects of development, acquisition, fielding, operation, sustainment and disposal, and that all potential hazards are identified and adequately controlled or eliminated. Individual component tests include Launcher, fire control system, and non-automotive related system performance and Reliability, Availability and Maintainability (RAM) testing. Additionally, the Contractor will provide ammunition certification expertise capable of ensuring all required certifications (e.g. transportability and insensitive munitions) are tracked within schedule, cost and performance parameters of the program. Ancillary requirements include providing expert support to EFSS environmental safety, Risk Management and Information Assurance efforts.

¹ General Dynamics Ordnance and Tactical Systems (GD-OTS) is the prime integrator.

2.1.1.2 Transportability/Mobility IPT Support. The Contractor will provide expertise on EFSS and ITV Vehicles, Prime Movers, the ammunition Supply Trailer, and the 120mm Rifled Towed Mortar. The Contractor will monitor and provide direct support to development and testing of the EFSS and ITV system components, provide assessments and recommendations for system improvements, assist with internal and external aircraft certification testing, assist with rail and shipboard certification, and assist with preparations for OT&E. Individual component tests include: Automotive performance and RAM testing; Nuclear, Biological and Chemical (NBC) Decontamination compatibility testing; and rail, commercial and amphibious shipping and strategic and tactical air transportability testing.

2.1.1.3 Systems Engineering, Integration, Test and Evaluation (T&E) IPT. The Contractor will provide programmatic and analytical expertise to support EFSS and ITV Assessment and Operational Testing. EFSS/ITV Increment 1 DT&E is being performed on production representative articles to verify system performance and address any areas of risk that require mitigation. The Contractor will provide input to the EFSS/ITV Work Breakdown Structure (WBS) and EFSS/ITV Integrated Master Schedule, defining the scope of the current project as well as unfunded needs to support an evolutionary acquisition strategy. The contractor will provide expertise to monitor and analyze the results of all EFSS and ITV components as well as assist with the revisions of program documentation to include the Requirements Traceability Matrix (RTM), Test and Evaluation Master Plan (TEMP), Risk Management Plan, Configuration Management Plan, Program Environmental Safety and Health Evaluation (PESHE), Supportability Plans for EFSS and ITV, in support of the FRP decision.

2.1.2 EFSS / ITV Logistics & Programmatic Support. The EFSS/ITV Program Office is responsible for several acquisition and logistics initiatives 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). Key facets of performance include EFSS/ITV FRP requirements conformance (e.g., production monitoring), development and operational test support (e.g., data collection, Test Incident Report (TIR) resolution), OPFOR liaison, and revision of program documentation. The Contractor is responsible for supporting current and future fire support enhancements for EFSS/ITV increments; coordination of training requirements and product fielding with the OPFORs, and revision of program documentation in support of the FRP decision. Within this framework are requirements for systematically identifying and assessing logistics alternatives (particularly for commercial and NDI products), analyzing and resolving logistics deficiencies with fielded equipment, and managing logistics throughout the system's development and initial deployment cycles. Additionally, selected alternatives and program strategies must be vetted through formal IPT's and other SME forums to ensure suitability for use (e.g., safety, environmental).

2.1.3 Management and Administration. The EFSS/ITV 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 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, Budgeting, and 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 EFSS / ITV 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:

EFSS / ITV Technical Support. The Contractor will be evaluated on the product quality of their engineering, technical, and programmatic support throughout the SDD and production phases of the program.

EFSS / ITV Logistics & Programmatic Support. The Contractor will be evaluated on the product quality of their engineering, technical, and programmatic support throughout the LRIP, production and fielding phase of the program.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ²	Method of Surveillance
EFSS / ITV 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
EFSS / ITV Logistics and Programmatic Support	2.1.2	Acceptable performance has been met when the logistics 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

² 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. REQUESTION NUMBER: SEE SCHEDULE
PAGE 1 OF 18

2. CONTRACT NO. **ME7854-02-A-9015**
3. AWARD EFFECTIVE DATE: **07-Dec-2008**
4. ORDER NUMBER: **0012**
5. SOLICITATION NUMBER:
6. SOLICITATION ISSUE DATE:
7. FOR SOLICITATION INFORMATION CALL:
8. NAME:
9. TELEPHONE NUMBER (No Collect Calls):
10. OFFER DUE DATE (LOCAL TIME):

9. ISSUED BY: **MARCORSSYSTEM**
2200 LESTER STREET
QUANTICO VA 22134-6050
10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE & FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 (N/A)
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:
 RFD IFB RFP

15. DELIVER TO: CODE: **SEE SCHEDULE**
16. ADMINISTERED BY: CODE: **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR: CODE: **99789**
BAE SYSTEMS APPLIED TECHNOLOGIES, INC
CAROLYN ARMSTRONG
1801 RESEARCH BOULEVARD
ROCKVILLE MD 20850-5173
18a. PAYMENT WILL BE MADE BY: CODE: **ME7443**
DFAS-COLUMBUS CENTER
P.O. BOX 369022
ATTN: KANSAS - ME7443
COLUMBUS OH 43236-9022
TEL: 301-738-4211
FACILITY CODE:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED: SEE A.D.C.#/DUM

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

25. ACCOUNTING AND APPROPRIATION DATA: **See Schedule**
26. TOTAL AWARD AMOUNT (If or Govt. Use Only): **\$2,855,050.00**

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 52.213-4, FAR 52.213-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 FAR 52.207-4
 OFFER DATED **07-Dec-2008** 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):
[Signature]
31b. DATE SIGNED: **07-Dec-2008**

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT):
30c. DATE SIGNED:
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT):
ANITA M. MORRIS / CONTRACTING OFFICER
TEL: 703-432-3773 FAX: 703-432-3534

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

35. 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 (PRINT)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YYMMDD)
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP FWS Raids and Amphibious Reconnaissance support services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 4 December 2006. FOB: Destination				
NET AMT					50.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN CE - M6785407RCAJ334 FFP FOB: Destination MILSTRIP: M6785407RCAJ334 PURCHASE REQUEST NUMBER: M6785407RCAJ334		Each		
NET AMT					(b)(4)

ACRN CE
 CIN: M6785407RCAJ3340001AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ACRN CF - M9545007RC76207 FFP FOB: Destination MILSTRIP: M9545007RC76207 PURCHASE REQUEST NUMBER: M9545007RC76207		Each		

NET AMT

(b) (4)

ACRN CF
CDN: M9545007RC762070001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	ACRN CG - M9545007RC76205 FFP FOB: Destination MILSTRIP: M9545007RC76205 PURCHASE REQUEST NUMBER: M9545007RC76205		Each		

NET AMT

(b) (4)

ACRN CG
CIN: M9545007RC762050001AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	ACRN CH - M9545007RC76206 FFP FOB: Destination MILSTRIP: M9545007RC76206 PURCHASE REQUEST NUMBER: M9545007RC76206	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN CH
CIN: M9545007RC762060001AD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Labor - Incremental Funding FFP See the Limitation of Government Obligation Clause. FOB: Destination	(b)(4)	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

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 CH - M9545007RC76206 FFP FOB: Destination MILSTRIP: M9545007RC76206 PURCHASE REQUEST NUMBER: M9545007RC76206		Each		

NET AMT

ACRN CH
CIN: M9545007RC762060002AA



DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-DEC-2006 TO 15-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
0001AE	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

CE: 177130627A0 250 67854 067443 2D M67854
COST CODE: 7RCA133413CH
AMOUNT: [REDACTED]
CIN M6785407RCA13340001AA [REDACTED]

CF: 17711096518 250 67854 067443 2D 651807
 COST CODE: TRC7620513ZK
 AMOUNT [REDACTED]
 CIN M9545007RC76206001AD [REDACTED]

CG: 17711096518 250 67854 067443 2D 651817
 COST CODE: TRC7620513WF
 AMOUNT [REDACTED]
 CIN M9545007RC762050001AC [REDACTED]

CH: 17711096518 250 67854 067443 2D 651803
 COST CODE: TRC76206138Z
 AMOUNT [REDACTED]
 CIN M9545007RC762060001AD [REDACTED]
 CIN M9545007RC762060002AA [REDACTED]

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0012 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
CE	[REDACTED]	0.00	0.00	[REDACTED]
CF	[REDACTED]	0.00	0.00	
CG	[REDACTED]	0.00	0.00	
CH	[REDACTED]	[REDACTED]	0.00	
Total	[REDACTED]	[REDACTED]	[REDACTED]	\$856,876.00

The total amount of funding available for payment on this task order is \$856,876.00.

- 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 Officers under this order are:

Bill Barnebee (703-432-3638)

bill.barnebee@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.ab.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract M67854-02-A-9015

Task Order: 0012

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

CLIN 0001 <u>Modify Delsta</u>	Total
01/16/2007	225421.0
02/15/2007	225421.0
03/17/2007	225421.0
04/16/2007	225421.0
05/17/2007	225421.0
05/16/2007	225421.0
07/17/2007	225421.0
08/16/2007	225421.0
09/16/2007	225421.0
10/16/2007	225421.0
11/16/2007	225421.0
12/16/2007	225419.0
Total	\$2,705,050.00

7. DELIVERY DESTINATION:

COMMANDER, MARCORSSYSCOM
 ATTN: BILL BARNEBEE, PM R&AR
 2200 LESTER STREET
 QUANTICO, VA 22134-5010

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 16 December 2006, with the possibility for one (1) additional award term 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 1 (MAY 2006)

(a) Contract line item 0001 is incrementally funded. The sum of [REDACTED] 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	\$856,876.00
NTE 03/16/2007	\$645,649.00
NTE 06/18/2007	\$676,262.50
NTE 09/17/2007	\$676,262.50
TOTAL	\$2,855,050.00

(End of clause)

SECTION THREE
STATEMENT OF WORK FOR
INFANTRY WEAPON SYSTEMS
PROGRAM MANAGER, RECONNAISSANCE AND AMPHIBIOUS RAIDS

Engineering & Scientific

1.0 Scope. The Marine Corps Systems Command (MARCORSYSCOM), Program Manager, Reconnaissance and Amphibious Raids (PM R&AR) act as the central acquisition agents equipping and sustaining the Operating Forces with the Infantry Weapons and Systems to accomplish Amphibious Raids and Reconnaissance missions. The scope of this effort is to provide on-going engineering, technical, analytical, acquisition, logistics and managerial support for PM R&AR programs and projects. The PMs' assigned mission includes the responsibility for life cycle management of weapons systems and equipment for the Operating Forces and the Supporting Establishment. The programs within each respective Program Management Office (PMO) cover all phases of the DoD acquisition process. Additionally, general programmatic support (e.g., milestone preparation, briefings, IPT participation, DoD 5000 documentation) will be required throughout the period of performance for each of the principal systems.

1.1 Background. Activities described in this SOW encompass the scope of responsibilities for PM R&AR executed under a single, cohesive strategy. The Contractor will demonstrate the ability to rapidly respond to changes associated with performance, such as those resulting from new program or system requirements, accelerated fielding requirements, and the need to support immediate improvements to fielded equipment. In addition, the Contractor must be prepared to deploy personnel in theater to support deployed systems and equipment. The vision of the PM R&AR is to establish a fluid and flexible support organization that provides the full range of capabilities defined by the Engineering and Scientific (E&S) domain. The intent is to organize support to coincide with program performance (e.g., milestones, major events) and to effect a more synergistic use of resources to accomplish critical path performance and legacy system support. PM R&AR is responsible for establishing near- and long-term strategic planning that: maximizes mission effectiveness and interoperability, implements timely and affordable technical improvements, and guards against premature obsolescence. The Boat and Dive Team and Recon Special Purpose Equipment Team directly support the PM in key functional areas that include engineering, systems safety, logistics, contracting, financial management and program management.

2.0 General Requirements. The Contractor shall provide continuous support for PM R&AR and PM R&AR initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage		Para	Metric
• Engineering & Technical Assessments	55%	2.1.1	
• Comprehensive Logistics Support	35%	2.1.2	Ref: QASP
• Technical Management & Administration	10%	2.1.3	

The scope of work associated with PM R&AR task activities will vary by individual PMO priorities and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable engineering, 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 Engineering & Technical Assessments. PM R&AR is responsible for implementing a comprehensive program of engineering and technical support to meet near-term program objectives, as well as to support currently fielded programs undergoing engineering improvements and next generation technology upgrades¹. Within this framework, exist requirements for providing technical analysis of system requirements and accomplishing trade studies to quantify capabilities, cost and risk. Additional engineering emphasis will focus on system safety analysis, test planning and qualification testing, and evaluating human factors design of systems. This includes formalizing an ongoing program to assess COTS and NDI solutions, coordinating OPFOR and Joint stakeholder positions, and developing effective program strategies that ensure technical solutions correspond with emerging requirements and urgent needs. The Contractor is responsible for supporting these activities with engineering evaluations of system changes, configuration control, coordination with OPFOR and OEM technical staff to ensure the interests of the PM are suitably represented at technical and safety related IPTs, working groups and other forums. This work includes providing programmatic representation and technical support at the Prime Vendor facilities. Critical initiatives during this period will focus on engineering analysis, ECPs, and requirements analysis (Market Research) of product solutions. This includes supporting DARPA Initiatives (e.g. Drop Stitch Technology, Tactical Hydrographic Survey Equipment), ONR Science and Technology Combatant Diver Display Mask, and Foreign Compatibility Test (FCT) of the Advanced Underwater Breathing Apparatus (EUBA). Based upon the priority of work associated with the weapon systems included in this task, the Contractor is responsible for preparing for milestone and related program decisions, generating formal acquisition documentation (e.g., SAMP, TEMP, etc.), and ensuring the overall technical quality of the engineering and technical support program.

2.1.2 Comprehensive Logistics Support. PM R&AR is responsible for providing life cycle logistics support to ensure system and equipment availability. The Contractor is responsible for supporting these activities with logistics experts knowledgeable of R&AR equipment and systems. Principal activities include coordinating a comprehensive logistics effort to ensure OPFOR readiness/sustainment goals are met. The Contractor will conduct logistics and cost analyses to support the PMs ability to make informed decisions and support the development of logistics related documentation. Critical actions include systematically identifying and assessing logistics alternatives (particularly for commercial and NDI products) analyzing and resolving logistics deficiencies with fielded equipment, and managing logistics throughout the system's development and initial deployment cycles. Within this framework are requirements for logistics assessments of commercial product solutions, validation of supportability impacts, defining test strategies, and ensuring supportability is considered as a complementary element to any product solution. Additionally, selected alternatives and program strategies must be vetted through

¹ Attachment 2 contains a consolidated list of programs and equipment that will require Contractor support.

formal IPT's and other SME forums to ensure suitability for use (e.g., safety, environmental), validate proposed CLS strategies, and ensure the quality of supporting logistics documentation. The Contractor is responsible for supporting these program efforts with expert knowledge of USMC concepts of employment with applied logistics expertise to exploit commercial product capabilities; and with all facets of technical assessment, program management, and support planning. Key support actions include preparation of program support documentation ensuring readiness for critical test events, demonstrations, and acquisition milestones; interfacing with Marine Corps operational and logistics units; and providing high-fidelity recommendations to project staff pertinent to mission effectiveness and course of action (COA) selection.

2.1.3 Technical Management & Administration. PM R&AR 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 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 System (PPBES).

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 PM R&AR 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 delineated in the SOW.

2. **Government Surveillance.** The PM R&AR will designate a person to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEO's Contracting Officer. The Technical Representative will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient or non-compliant performance to the Contracting Officer;
- 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:

Engineering & Technical Assessments. The Contractor will be evaluated on the quality of their engineering and analytical program, responsiveness to designated priorities, selection of optimal COAs, and overall ability to provide the PMO with a comprehensive program support capability.

Comprehensive Logistics Support. The Contractor will be evaluated on the quality of their near- and long-term logistics support program, inclusive of coordinating OEM deliveries, handling OPFOR readiness issues, implementing suitable remedies, and providing the PMO with a comprehensive program support capability.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level	Method of Surveillance
Engineering & Technical Assessments	2.1.1	Acceptable performance has been met when the engineering and technical support processes have been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Comprehensive Logistics Support	2.1.2	Acceptable performance has been met when effective logistics support of planned events has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration	2.1.3	Acceptable performance has been met when the Contractors quality standards and processes consistently produce acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

² Numerical values for the adjectival ratings are: >.85 - Excellent - Exceeds standard compliance; .85 - .95 standard compliance - Acceptable; and <.65 - 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.

ATTACHMENT 2Boats Projects:

Raid/Open Water Safety Craft

Multi-mission/VBSS Craft

Non-mobile gasoline Burning Outboard Engine (NBOE) (Includes Defense Acquisition Challenge)

F-470

Dive Projects:

Diver Propulsion Device (DPD)

Tactical Hydrographic Survey Equipment (THSE)

Diver Display Mask

Forward Deployable Dive Locker

Hyperbaric Chamber

Special Purpose Equipment Projects:

Close Quarter Battle Equipment

Individual Assault Kit (IAK),

Full Spectrum Battle Equipment (FSBE),

Assault Breacher Kit (ABK),

Tactical Floatation Support System (TFSS),

Parachute Individual Equipment Kit (PIEK),

Assault Breacher Kit

Full Spectrum Battle Equipment/Marine Individual Assault Kit

Parachute Projects:

MC-6 (ATAPS, T-11R, SF-10A)

TORDS (TP-400, HR-400)

O2 (PHAOS)

MC-5 (ARAPS, Special Application Parachute (High Glide))

Cypres (Cypres 2)

Air Delivery:

Joint Parachute Air Delivery System (JPADS)

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

1. REQUISITION NUMBER

PAGE 1 OF 13

2. CONTRACT NO. M67854-02-A-9015	3. AWARD/EFFECTIVE DATE 04-Apr-2007	4. ORDER NUMBER 0013	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		8. NAME	9. TELEPHONE NUMBER (NO. CARRIER)	10. OFFER DUE DATE (LOCAL TIME)

9. ISSUED BY MARJORBYSDOM 2309 LESTER STREET QUANTICO VA 22134-6056 TEL: 703-432-3773 FAX: 703-432-3534	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: 541330 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days
13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFD <input type="checkbox"/> IFB <input type="checkbox"/> RFQ			

15. DELIVER TO SEE SCHEDULE	16. ADMINISTERED BY SEE ITEM 9
---	--

17a. CONTRACTOR/OFFEROR BAE SYSTEMS APPLIED TECHNOLOGIES, INC CAROLYN ARMSTRONG 1631 RESEARCH BOULEVARD ROCKVILLE MD 20850-3173 TEL: 301-738-4211	17b. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 389022 ATTN KANSAS - M67443 COLUMBUS OH 43238-9022
--	---

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$485,823.00
---	---

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 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29. AWARD OF CONTRACT: REFERENCE #
 OFFER DATED 30-MAR-2007 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>[Signature]</i>	31b. DATE SIGNED 01-Apr-2007
--------------------------------------	--	---------------------------------

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31c. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA W. MORRIS : CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.morris@usmc.mil
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)

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

32a QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

38. SWR ACCOUNT NUMBER	39. SWR VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 9/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP Program Manager Test Measurement and Diagnostics Equipment (PM TMDE) and the Calibration and TMDE Management Systems (CTMS) support services shall be performed in accordance with the Statement of Work and the contractor's proposal dated 30 March 2007. FOB: Destination				
NET AMT					50.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN CP - M6785407RCS2A08 FFP FOB: Destination MILSTRIP: M6785407RCS2A08		Each		
NET AMT					(b) (4)
ACRN CP CIN: M6785407RCS2A080001AA					(b) (4)

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 CP - M6785407RCS2A08 FFP FOB: Destination MILSTRIP: M6785407RCS2A08	(b)(4)	Each	(b)(4)	
NET AMT					(b)(4)
ACRN CP CIN: M6785407RCS2A080002AA					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-APR-2007 TO 15-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

CP: 177110627AD 250 67854 067443 2D M67854
 COST CODE: 7RCS2A0816CH
 AMOUNT: \$485,823.00
 CIN M6785407RCS2A080001AA (b) (4)
 CIN M6785407RCS2A080002AA (b) (4)

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order 0013 is issued as a **Fixed Price** order for Labor (CLIN 0001) and **Cost Reimbursable** for Travel/ODCs (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
CP	(b) (4)	(b) (4)	0.00	(b) (4)
Total	(b) (4)	(b) (4)	\$0.00	\$485,823.00

The total amount of funding available for payment under this task order is: **\$485,823.00.**

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:

**Mr. Michael J. Gallagher
(703) 432-3244**

michael.j.gallagher1@usmc.mil

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

6. INVOICES:

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

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9015
Task Order: 0013

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

CLIN 0001 Modify Delete	Total
05/17/2007	52397.0
06/16/2007	52397.0
07/17/2007	52397.0
08/16/2007	52397.0
09/16/2007	52397.0
10/16/2007	52397.0
11/16/2007	52397.0
12/16/2007	52397.0
01/16/2008	52397.0
Total	\$471,573.00

7. DELIVERY DESTINATION:

Commander, MCSC [PG CESS/TMDE]
Attn: Mr. Mike Gallagher
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 9 months beginning 16 April 2007, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP). Prior to commencing performance of the task order, the successful Offeror is required to meet with ACSS staff to reconcile performance requirements including: Detailed WBS, 30-day staffing plan, use of team members/subcontractors, funding and management of funds, and quality control measures in response to the QASP. This must be accomplished within five (5) working days of notification of award.

SECTION THREE

**STATEMENT OF WORK FOR
ANNUAL SUPPORT FOR
PROGRAM MANAGER, TEST MEASUREMENT & DIAGNOSTICS EQUIPMENT
Next Generation Calibration Facility**

Engineering and Scientific

1.0 Scope. The scope of this effort is to provide on-going technical, analytical, and engineering support to the Marine Corps Systems Command (MCSC), Program Manager, Test Measurement and Diagnostics Equipment (PM/TMDE). Within this task area are requirements to support the Next Generation Calibration Facility AN/TSM-214A with strategic acquisition planning and information assurance support. Additional support requirements include providing technical liaison with the Deputy Cmdr for C4I/1 on matters pertaining to security activities, and supporting the review and staffing process of architectural products. Key support requirements include expert understanding and application of Clinger Cohen Act (CCA) compliance; coordination of IA-sponsored activities across the TMDE program base; and management of IA related activities consistent with the AN/TSM-214A program status, milestone schedules, and overarching policy requirements.

1.1 Background. PM TMDE is responsible for the research, analysis, acquisition, fielding, and lifecycle management of a wide range of calibration test measurement and diagnostic equipment systems, which are provided to the operating forces and supporting establishment. Key support efforts include strategic planning, acquisition campaign plans, acquisition strategy and implementation, resource management, program/project management (to include program documentation), and logistics support efforts. The CTMS section is responsible for the execution of all metrology and calibration programs necessary to support test instruments throughout the Marine Expeditionary Forces and the Supporting Establishment, and life cycle support of the AN/TSM-214 Calibration Facilities, calibration support programs, and weapons systems analysis. The AN/TSM-214A has been identified as a potential ACAT-IV M accelerated acquisition program, requiring a Field User Evaluation (FUE) in September 07. In order to support the FUE, accelerated acquisition (MCSAMP) and information assurance documentation (SSAA, ISPs) is required.

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

Activity - Anticipated Percentage	Para	Metric
• Technical & Programmatic Support	35% 2.1.1	
• Information Assurance Support	60% 2.1.2	Ref: QASP
• Management & Administration	5% 2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable 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 CTMS Team is responsible for managing the AN/TSM-214A within a consistent framework (e.g., ACAT level) based upon defined technical objectives. Within this framework responsibility for requirements transition, associated acquisition and supporting documentation and technology assessments must be considered as concurrent activities. This framework must also include business and economic considerations (e.g., Clinger Cohen Act (CCA) compliance) affecting selection of technical strategies. The Contractor is responsible for supporting these activities with acquisition and analytical understanding of the Next Generation Calibration Facility, familiarity with CCA compliance issues and completing a comprehensive MC-SAMP. In coordination with CTMS personnel, the MC-SAMP will be tailored to document only that program information required outlining the overall program management, procurement, and logistics support strategy of the Next Generation Calibration Facility. This includes providing assistance in the completion of the analysis to determine the Marine Corps Common Hardware requirements (e.g. waivers, refresh cycle). Ancillary support requirements include administrative and administrative support to assist the Electronics Maintenance Capabilities Officer with formatting and staffing of a Capabilities Development Document.

2.1.2 Information Assurance Support. The CTMS Team within PM TMDE is responsible for implementing a comprehensive engineering and programmatic support effort based upon sectional priorities. This includes executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DoD standards, and USMC C4 policy. The Data Automated Control Group Information System within the AN/TSM-214A provides metrology technicians an automated environment for managing calibration/maintenance functions and the test, repair and calibration of Test, Measurement and Diagnostic Equipment (TMDE). To support the field user evaluation and eventual fielding of the AN/TSM-214A, a System Security Authorization Agreement and an Information Support Plan is required to receive the appropriate accreditation and the approval to operate the DACG (e.g. Authority to Operate).

2.1.2.1. SSAA Development, Review & Management. The Contractor shall complete the DACG SSAA predicated upon existing DoD security requirements and acquisition milestones. This includes supporting the development of the SSAA program execution of a viable, comprehensive Information Assurance program with technical and analytical expertise that ensures process consistency and quality. Program execution includes delivery of products and services within the scope of delegated responsibilities and expert application of security standards and policy. Additional effort includes developing, or updating program documentation coincident with schedules, participating in IPTs with subject matter expertise, and coordinating a comprehensive engineering support effort to ensure IA readiness/sustainment goals are achieved.

2.1.2.2 ISP Support. The CTMS Team is responsible for preparing and developing the DACG ISP. The scope of this work includes providing architecture products in support of AN/TSM-214A program objectives and future concept requirements. This includes drafting, reviewing and completion of the ISP. Additional support efforts include coordinating with the existing DC C4I/ organizational process in the review, staffing and approval process. The Contractor is responsible for establishing a cohesive support organization capable of technical development and assessment of ISPs standards and related documents, providing analysis and assessments of policy affecting Marine Corps programs, and rendering expert course of action (COA) guidance to CTMS staff.

2.1.3 Management and Administration. PM/TMDE is responsible for establishing a cohesive management organization and support framework to execute management of business and technical program initiatives, ensure quality oversight of prime vendor performance (e.g., progress, investment), and coordinating actions among IPTs and other participating activities. This includes management of program priorities, scheduling, coordination of SME participation, and overall quality of products. The Contractor is responsible for providing necessary IA expertise to support identified priorities, executing a suitable performance schedule, identifying and coordinating deliverables, and ensuring the quality of draft and final products. This includes coordinating with other support contractors to execute IA program goals and establishing necessary interface processes as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program, providing expert assistance associated with critical path performance, and providing expert advisory assistance to program staff. The Contractor is responsible for establishing a suitable performance schedule, identifying and coordinating deliverables associated with their analytical approach, ensuring the quality of draft and final products, and maintaining a viable resource pool (e.g., qualified staff). Additionally, the Contractor shall develop a formal process for reporting performance, ensuring progress of task actions, interfacing with Government customers (e.g., memoranda, reports, supporting documentation, WBS compliance, invoicing procedures), 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. 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. 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 CTMS 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 CTMS team leader 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 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.

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

CTMS Technical and Programmatic Support. The Contractor will be evaluated on the product quality of their MCSAMP and CDD technical and programmatic support. This includes both draft and final products, quality of analytical findings, and presentations.

Information Assurance Support. The Contractor will be evaluated on the product quality of their IA documentation (e.g. SSAA, ISP) and contribution to the operational effectiveness. This also includes assessment methodology, documentation, and successful close out of IA related issues.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ¹	Method of Surveillance
CTMS Technical and Programmatic Support.	2.1.1	Acceptable performance has been met when the quality of technical and program support provided by the Contractor has been evaluated as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Information Assurance Support	2.1.2	Acceptable performance has been met when the CTMS IA support provided by the Contractor has been evaluated as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
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

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUESTION NUMBER

PAGE 1 OF 16

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

2. CONTRACT NO. MB7854-D2-A-9015	3. AWARD EFFECTIVE DATE 19-JUL-2007	4. ORDER NUMBER 0014	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		8. NAME	9. TELEPHONE NUMBER (No Collect Calls)	10. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY MARCOR SYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534	CODE MB7854	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (NA) NAICS: 541330 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days
		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (5 CFR 700)		
		13b. RATING		
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFB <input type="checkbox"/> IFB <input type="checkbox"/> RFP		

15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE ITEM 9	CODE
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17a. CONTRACTOR/OFFEROR BAE SYSTEMS APPLIED TECHNOLOGIES, INC CAROLYN ARMSTRONG 1001 RESEARCH BOULEVARD ROCKVILLE MD 20850-3173 TEL: 301-738-4211	CODE 99735	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 359022 ATTN: KANSAS - MB7443 COLUMBUS OH 43236-9022	CODE MB7443
FACILITY CODE			

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM
--	--

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

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,194,041.00
---	--

<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 53.212-3, 52.212-9 ARE ATTACHED	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT REFERENCE FAR 52.212-5 OFFER DATED <u>11-04-2007</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE
--	---

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Quinn J. [Signature]</i>	31c. DATE SIGNED 20-JUL-2007
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. KERRA / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: ANITA.KERRA@DEFENSE.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					

30a. QUANTITY IN COLUMN 21 HAS BEEN

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

32a. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32b. DATE	32c. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32d. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32e. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
	32f. 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. SWR ACCOUNT NUMBER	39. SWR VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor Monthly Reports FFP Directorate Counter Improvised Explosive Device (CIED) Technology support renewal shall be performed in accordance with the attached Statement of Work and BAE's proposal dated 17 July 2007. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN CS - M6785407RCS2G56 FFP FOB: Destination MILSTRIP: M6785407RCS2G56	[REDACTED]	Each	[REDACTED]	[REDACTED]
NET AMT					(b) (4)
ACRN CS CIN: M6785407RCS2G560001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Incremental Funding FFP See Limitation of Government Obligation Clause Section Two FOB: Destination		Each		\$694,041.00

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODC's FFP FOB: Destination				

NET AMT 50.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN CS - M6785407RCS2G56 FFP FOB: Destination MILSTRIP: M6785407RCS2G56		Each		

NET AMT (b)(4)

ACRN CS
CIN: M6785407RCS2G56002AA

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POB 19-JUL-2007 TO 18-JUL-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

CS: 177110627AD 250 67854 D67443 2D M67854
 COST CODE: 49S27RCS2G56
 AMOUNT: \$500,000.00
 CIN M6785407RCS2G560001AA
 CIN M6785407RCS2G560002AA

AWARD TERMS AND CONDITIONS

SECTION TWO

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0014 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

FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/VDC	T&M Support	Total
CS	(b) (4)		0.00	(b) (4)
Total			\$0.00	\$500,000.00

The total amount of funding available for payment under this task order is \$500,000.00

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:

Capt Lloyd Smith 432.3122
lloyd.m.smith@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 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Gomez and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into aP² using the embedded feature, then send email notification of your invoice postings to kristin.gomez.ctr@usmc.mil. To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9015

Task Order: 0014

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

CLIN 0001 Modify Delete	Total
08/18/2007	95337.0
09/18/2007	95337.0
10/18/2007	95337.0
11/18/2007	95337.0
12/18/2007	95337.0
01/18/2008	95337.0
02/17/2008	95337.0
03/18/2008	95337.0
04/17/2008	95337.0
05/18/2008	95337.0
06/17/2008	95337.0
07/18/2008	95334.0
Total	\$1,144,041.00

7. DELIVERY DESTINATION:

Commander MCSC ATTN: Capt Smith
 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 19 July 2007. There is one (1) award term option remaining on this task order, contingent upon the findings of 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 [REDACTED] 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	\$ 500,000.00
NTE 10/18/2007	\$ 122,021.00
NTE 01/18/2008	\$ 286,010.00
NTE 04/18/2008	\$ 286,010.00
TOTAL	\$ 1194041.00

SECTION THREE
STATEMENT OF WORK FOR
DIRECTORATE FOR COUNTER IED TECHNOLOGY

Engineering & Scientific

1.0 Scope. The scope of this effort is to provide immediate and on-going engineering and technical support to the Directorate for Counter Improvised Explosive Device (CIED) Technology, as part of the Global War on Terrorism (GWOT). This effort will include comprehensive logistics support, systems engineering and development support, and Joint program management support. Key events include assisting the CG, MARCORSYSCOM and other senior-level officials within the Marine Corps by providing rapid responses for technology pursuits to enhance and expedite the Marine Corps' ability to counter the ever-changing threat to IEDs. This includes providing rapid acquisition planning for the expedited fielding of Explosive Ordnance Disposal (EOD), Counter Remote Controlled IED Electronic Warfare (CREW) IED, and other countermeasures (e.g., vehicle/personal x-ray devices); and assessment/fielding of Unmanned Ground Vehicle (UGV) capabilities in response to Urgent Needs Statements (UNS) generated by the OPFORs. Many of the programs under this Directorate illustrate Joint requirements potential, have significant Congressional interest, and require an agile program management structure to respond to a myriad of immediate requests from the OPFORs. Long term requirements include budget planning, establishing formal Programs of Record (PORs), coordinating acquisition events and documentation, establishing formal IPTs, and interfacing with MCCDC and MROC sponsors in support of selected solutions and courses of action (COAs).

1.1 Background. The Directorate for Counter Improvised Explosive Devices (CIED) Technology was formed to assist the Marine Corps Improvised Explosive Device Working Group (IED WG) and the Joint Improvised Explosive Device Defeat Organization (JIEDDO). The Marine Corps IED working groups were founded in 2004 to provide situational awareness of joint and service efforts in detecting, defeating and mitigating the effects of IEDs. The working groups were directed to leverage emerging technology, Non-developmental Items (NDIs) and Commercial off the Shelf (COTS) Items to assist operating forces for Operation Iraqi Freedom (OIF), Combined Joint Task Force Horn of Africa (CJTF HOA) and Operation Enduring Freedom (OEF). The CIED Directorate is the Marine Corps acquisition representative to both the Marine Corps IED WG and JIEDDO. The CIED Directorate is an enabling organization dedicated to supporting acquisition of technologies and systems in support of the working groups. This includes service unique items and directed Joint interest items. The principal mission of this office consists of Subject Matter Experts (SMEs) in the five tenet areas of CIED:

- Predict Technologies – Activities that contribute to Detection through forecast of specific enemy operations;
- Prevent Technologies – Activities that disrupt the mechanisms and structures that support enemy operations;
- Detect Technologies – Activities that contribute to the location and identification of enemy devices and handlers, carriers, and detonators;
- Neutralize Technologies – Activities that contribute to the destruction, or safe removal of the emerging threat device / object; and
- Mitigation Technologies – Activities that contribute to the reduction of the emerging threat effect on its intended target after initiation / detonation.

Additional long term core capabilities include developing and maintaining a portfolio of existing CIED systems; identifying Science and Technology (S&T) insertion points for future Marine Corps CIED requirements; and developing a fiscal strategy to establish a competitive posture for the budget cycle.

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

Activity – Anticipated Percentage	Para	Metric
• Engineering & Analytical Assessments	40%	2.1.1
• Comprehensive Technology and & Programmatic Support	35%	2.1.2
• CIED Data Management	20%	2.1.3
• Technical Management and Administration	5%	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. Engineering & Analytical Assessments. The CIED Directorate is responsible for all technical and support activities necessary to define, develop, and deploy effective countermeasures solutions to the OPFORs. Within this framework are requirements for technical assessments (e.g., trade studies) of near and long-term product solutions, establishing program requirements to support acquisition strategies, and developing suitable analysis (e.g., EOD, CREW, robotics, directed energy positions) to support COA selection and execution. This will require participation in multiple technical working groups to represent program interests (including Naval and Joint forums), as well as generating technical position papers and inputs to acquisition documents (Rapid acquisition plans, Advanced Technology Capability Demonstrations). Additional engineering requirements include conducting threat and intelligence assessments of IED attack trends and providing recommended solutions for defeating the IED threat. This includes formalizing an ongoing program to assess COTS and NDI solutions, coordinating OPFOR and Joint stakeholder positions, and developing effective program strategies that ensure technical solutions correspond with emerging requirements and urgent needs. The Contractor is responsible for providing expert engineering in critical disciplines (e.g., vehicle testing, survivability, and armor/blast resistance) supplemented with a strong program of technical analysis to establish an effective program of trade studies and accelerated testing of COTS/NDI product solutions. This includes providing subject matter expertise (SME) as part of comprehensive engineering/analytical efforts, ensuring the interests of the CIED Directorate are suitably represented at IPTs, working groups, and high-level oversight boards. Key facets of performance include SME support for requirements analysis of emerging interoperability initiatives, conducting product engineering assessments, and technology planning to ensure seamless integration with external agencies / systems.

2.1.2 Comprehensive Technology and Programmatic Support. The CIED Directorate is responsible for establishing a comprehensive technology and programmatic support effort to meet both immediate needs for fielding COTS/NDI solutions, as well as establishing long term program support strategies that ensure product availability and readiness goals are met. Within this framework exist requirements to assess rapid testing of candidate CIED solutions, conducting quantitative tradeoff analysis (e.g., supportability assessments and rapid acquisition planning) employing sound analytical methods for developing a hierarchy for capturing cost, performance and risk for the respective programs. The objective of this integrated effort is to identify a strategic program to support current products and solutions, while supporting POR transition and formal sustanment strategies. The Contractor is responsible for supporting these activities with expert assessments of selected systems, optimizing investment through tradeoff analysis, and initiating program efforts based upon COA selection. Principal activities include technical engineering analysis, developing, or updating program documentation coincident with schedules, participating in IPTs as a CIED SME, and coordinating a comprehensive program support effort to ensure CIED priorities and objectives are met. Key facets of this effort include testing and supportability assessments of product solutions, interoperability impacts, system/subsystem effectiveness, and coordination of Joint requirements. Outputs of this effort will include preparation of program documentation, participating in working groups and other collaborative forums, and providing the CIED Directorate with expert acquisition planning knowledge to support both near- and long-term program objectives. Traditional requirements include preparing program documentation, (Supportability Plans, Milestone Decision Packages, etc) and ensuring readiness for milestones, significant events, and transition to post-deployment. Unique requirements include managing program execution in a Joint Interest environment, responding to Congressional and high-level DON/USMC oversight inquiries, and ensuring a comprehensive strategy for coordinating with the OPFORs, MCCDC, and MCOTEA to expedite solutions.

2.1.3 CIED Data Management. The CIED Directorate is responsible for planning, coordinating, and continuing the development of the CIED Technology Knowledge Center, which includes historical reporting of CIED technology initiatives and USMC specific IED incidents¹. Incidents and other data inputs are captured in an MS Access database which serves as the basis for the knowledge center. Critical initiatives during this period will focus on updating, maintaining and querying the database using advanced MS Access tools. Additional support efforts include developing the current Access database into an enterprise application (e.g. Oracle, MS Sequel Server) Knowledge Management system. Traditional requirements include routine data queries and providing inputs to support recommended COAs and CIED technical positions.

2.1.4 Technical Management & Administration. The CIED/ITD is responsible for establishing a cohesive technical management framework that ensures Program of Records (PORs) 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 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

¹ CIED Technology Knowledge Center is a Knowledge Management Database in MS Access.

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 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 CIED Directorate effort 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 (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.

4.0 Security Requirements. The Contractor will be required to have a TOP SECRET Facility Clearance with NO TOP SECRET Safeguarding Capability. Safeguarding at the contractor facility is limited to GENSER SECRET. Contractor will be required to review technical material in support of CIED efforts and is responsible for representing the CIED Directorate's interests at conferences and workshops conducted up to and including the Top Secret / Sensitive Compartmented Information (TS/SCI) level. TS/SCI access is only required for certain supervisory personnel and the Predict and Prevent Technologies SME support. Contractor personnel will not require the ability to electronically access, manipulate or store data classified at the SCI level. Attendance at TS/SCI classified meetings and conferences will be required at the locations identified in ANNEX B of the DD-254 and other locations approved by the MCSC SSO. Security Classification guidance will be provided by the on-site SSO or CSSO. Coordination with the MCSC COR and SSO must occur prior to subcontracting any TS/SCI work.

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

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

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

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

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

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

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

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

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

Engineering & Analytical Assessments. The Contractor will be evaluated on the quality of their engineering and analytical program, responsiveness to designated priorities, selection of optimal COAs, and overall ability to provide the PMO with a comprehensive program support capability.

Comprehensive Technology and Programmatic Support. The Contractor will be evaluated on the quality of their near and long-term logistics support program, inclusive of coordinating OEM deliveries, handling OPFOR readiness issues, implementing suitable remedies, and providing the PMO with a comprehensive program support capability.

CIED Data Management. The Contractor will be evaluated on the quality of their overall data management of the CIED technology center, including transitioning immediate solutions to an enterprise level, coordinating with stakeholders, and ensuring that CIED program positions are supported by accurate and timely data.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ²	Method of Surveillance
Engineering & Analytical Assessments	2.1.1	Acceptable performance has been met when the operational assessments and support process have been accepted by the Government as effectively supporting program goals	Excellent Acceptable Poor	Inspection Analysis Demonstration
Comprehensive Technology and Programmatic Support	2.1.2	Acceptable performance has been met when effective systems engineering support of planned events has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration

² 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.

Performance Objective	SOW	Performance Standard	Quality Level	Method of Surveillance
CIED Data Management	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
Technical Management & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

1. REQUESTOR NUMBER

PAGE 1 OF 16

2. CONTRACT NO. M87854-02-A-9315	3. AWARD EFFECTIVE DATE 19-JUL-2007	4. ORDER NUMBER 0014	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL		8. TELEPHONE NUMBER (Use Colored Cards)		9. OFFER DUE DATE (LOCAL TIME)
9. ISSUED BY MARCORSYS/COM 2200 LESTER STREET QUANTICO VA 22194-6350		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 4 FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SBA NAICS 541330 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) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> CFB <input type="checkbox"/> RFP	

15. DELIVER TO SEE SCHEDULE	16. ADMINISTERED BY SEE ITEM 9
---------------------------------------	--

17a. CONTRACTOR/OFFEROR BAE BY SYSTEMS APPLIED TECHNOLOGIES, INC. CAROLYN ARMSTRONG 1801 RESEARCH BOULEVARD ROCKVILLE MD 20850-3175 TEL: 301-738-4211	17b. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M87443 COLUMBUS OH 43236-9022
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA See Schedule	26. TOTAL AWARD AMOUNT (FBI Govt. Use Only) \$1,194,041.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. AGENDA ARE ARE NOT ATTACHED

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

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

29. AWARD OF CONTRACT REFERENCE OFFER DATED 17 JUL 2007. 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>Quinn M. Harris</i>	31c. DATE SIGNED 20-JUL-2007
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) WILLIAM W. HARRIS / CONTRACTING OFFICER TEL: 703-432-3773 FAX: 703-432-3773
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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 (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YYMMDD) 42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor Monthly Reports FFP Directorate Counter Improvised Explosive Device (CIED) Technology support renewal shall be performed in accordance with the attached Statement of Work and BAE's proposal dated 17 July 2007. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN CS - M6785407RCS2G56 FFP FOB: Destination MILSTRIP: M6785407RCS2G56		Each	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN CS CJN: M6785407RCS2G560001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Incremental Funding FFP See Limitation of Government Obligation Clause Section Two FOB: Destination	(b)(4)	Each	(b)(4)	\$694,041.00

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODC's FFP FOB: Destination				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN CS - M6785407RCS2G56 FFP FOB: Destination MIL STRIP: M6785407RCS2G56	(b)(4)	Each	(b)(4)	

NET AMT

(b)(4)

ACRN CS
CEN: M6785407RCS2G560002AA

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 19-JUL-2007 TO 18-JUL-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

CS: 177110627A0 250 67854 067443 2D M67854
 COST CODE: 40527RCS2G56
 AMOUNT: \$500,000.00
 CIN M6785407RCS2G560001A
 CIN M6785407RCS2G560002A

AWARD TERMS AND CONDITIONS

SECTION TWO

1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES. Task Order 0014 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

FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/ODC	T&M Support	Total
CS	(b) (4)	(b) (4)	0.00	(b) (4)
Total			\$0.00	\$500,000.00

The total amount of funding available for payment under this task order is **\$500,000.00**

- 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:

Capt Lloyd Smith 432.3122

lloyd.m.smith@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duty 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 2007)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor shall be required to utilize this system when processing invoices and receiving reports under this contract, unless the provision at DFARS 252.232-7003(c) apply. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Gomez and can be reached on 703-432-3793.

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9015

Task Order: 0014

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

CLIN 0001 <u>Modify Delete</u>	Total
08/18/2007	95337.0
09/18/2007	95337.0
10/18/2007	95337.0
11/18/2007	95337.0
12/18/2007	95337.0
01/18/2008	95337.0
02/17/2008	95337.0
03/18/2008	95337.0
04/17/2008	95337.0
05/18/2008	95337.0
06/17/2008	95337.0
07/18/2008	95334.0
Total	\$1,144,041.00

7. DELIVERY DESTINATION:

Commander MCSC ATTN: Capt Smith
 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 19 July 2007. There is one (1) award term option remaining on this task order, contingent upon the findings of 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 [REDACTED] 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	\$ 500,000.00
NTE 10/18/2007	\$ 122,021.00
NTE 01/18/2008	\$ 286,010.00
NTE 04/18/2008	\$ 286,010.00
TOTAL	\$ 1194041.00

SECTION THREE
STATEMENT OF WORK FOR
DIRECTORATE FOR COUNTER IED TECHNOLOGY

Engineering & Scientific

1.0 Scope. The scope of this effort is to provide immediate and on-going engineering and technical support to the Directorate for Counter Improvised Explosive Device (CIED) Technology, as part of the Global War on Terrorism (GWOT). This effort will include comprehensive logistics support, systems engineering and development support, and Joint program management support. Key events include assisting the CG, MARCORSYSCOM and other senior-level officials within the Marine Corps by providing rapid responses for technology pursuits to enhance and expedite the Marine Corps' ability to counter the ever-changing threat to IEDs. This includes providing rapid acquisition planning for the expedited fielding of Explosive Ordnance Disposal (EOD), Counter Remote Controlled IED Electronic Warfare (CREW) IED, and other countermeasures (e.g., vehicle/personal x-ray devices); and assessment/fielding of Unmanned Ground Vehicle (UGV) capabilities in response to Urgent Needs Statements (UNS) generated by the OPFORs. Many of the programs under this Directorate illustrate Joint requirements potential, have significant Congressional interest, and require an agile program management structure to respond to a myriad of immediate requests from the OPFORs. Long term requirements include budget planning, establishing formal Programs of Record (PORs), coordinating acquisition events and documentation, establishing formal IPTs, and interfacing with MCCDC and MROC sponsors in support of selected solutions and courses of action (COAs).

1.1 Background. The Directorate for Counter Improvised Explosive Devices (CIED) Technology was formed to assist the Marine Corps Improvised Explosive Device Working Group (IED WG) and the Joint Improvised Explosive Device Defeat Organization (JIEDDO). The Marine Corps IED working groups were founded in 2004 to provide situational awareness of joint and service efforts in detecting, defeating and mitigating the effects of IEDs. The working groups were directed to leverage emerging technology, Non-developmental Items (NDIs) and Commercial off the Shelf (COTS) items to assist operating forces for Operation Iraqi Freedom (OIF), Combined Joint Task Force Horn of Africa (CJTF HOA) and Operation Enduring Freedom (OEF). The CIED Directorate is the Marine Corps acquisition representative to both the Marine Corps IED WG and JIEDDO. The CIED Directorate is an enabling organization dedicated to supporting acquisition of technologies and systems in support of the working groups. This includes service unique items and directed Joint interest items. The principal mission of this office consists of Subject Matter Experts (SMEs) in the five tenet areas of CIED:

- Predict Technologies – Activities that contribute to Detection through forecast of specific enemy operations;
- Prevent Technologies – Activities that disrupt the mechanisms and structures that support enemy operations;
- Detect Technologies – Activities that contribute to the location and identification of enemy devices and handlers, carriers, and detonators;
- Neutralize Technologies – Activities that contribute to the destruction, or safe removal of the emerging threat device / object; and
- Mitigation Technologies – Activities that contribute to the reduction of the emerging threat effect on its intended target after initiation / detonation.

Additional long term core capabilities include developing and maintaining a portfolio of existing CIED systems; identifying Science and Technology (S&T) insertion points for future Marine Corps CIED requirements; and developing a fiscal strategy to establish a competitive posture for the budget cycle.

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

Activity – Anticipated Percentage		Para	Metric
• Engineering & Analytical Assessments	40%	2.1.1	
• Comprehensive Technology and & Programmatic Support	35%	2.1.2	Ref: QASP
• CIED Data Management	20%	2.1.3	
• Technical Management and Administration	5%	2.1.4	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to 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. Engineering & Analytical Assessments. The CIED Directorate is responsible for all technical and support activities necessary to define, develop, and deploy effective countermeasures solutions to the OPFORs. Within this framework are requirements for technical assessments (e.g., trade studies) of near and long-term product solutions, establishing program requirements to support acquisition strategies, and developing suitable analysis (e.g., EOD, CREW, robotics, directed energy positions) to support COA selection and execution. This will require participation in multiple technical working groups to represent program interests (including Naval and Joint forums), as well as generating technical position papers and inputs to acquisition documents (Rapid acquisition plans, Advanced Technology Capability Demonstrations). Additional engineering requirements include conducting threat and intelligence assessments of IED attack trends and providing recommended solutions for defeating the IED threat. This includes formalizing an ongoing program to assess COTS and NDI solutions, coordinating OPFOR and Joint stakeholder positions, and developing effective program strategies that ensure technical solutions correspond with emerging requirements and urgent needs. The Contractor is responsible for providing expert engineering in critical disciplines (e.g., vehicle testing, survivability, and armor/blast resistance) supplemented with a strong program of technical analysis to establish an effective program of trade studies and accelerated testing of COTS/NDI product solutions. This includes providing subject matter expertise (SME) as part of comprehensive engineering/analytical efforts, ensuring the interests of the CIED Directorate are suitably represented at IPTs, working groups, and high-level oversight boards. Key facets of performance include SME support for requirements analysis of emerging interoperability initiatives, conducting product engineering assessments, and technology planning to ensure seamless integration with external agencies / systems.

2.1.2 Comprehensive Technology and Programmatic Support. The CIED Directorate is responsible for establishing a comprehensive technology and programmatic support effort to meet both immediate needs for fielding COTS/NDI solutions, as well as establishing long term program support strategies that ensure product availability and readiness goals are met. Within this framework exist requirements to assess rapid testing of candidate CIED solutions, conducting quantitative tradeoff analysis (e.g., supportability assessments and rapid acquisition planning) employing sound analytical methods for developing a hierarchy for capturing cost, performance and risk for the respective programs. The objective of this integrated effort is to identify a strategic program to support current products and solutions, while supporting POR transition and formal sustainment strategies. The Contractor is responsible for supporting these activities with expert assessments of selected systems, optimizing investment through tradeoff analysis, and initiating program efforts based upon COA selection. Principal activities include technical engineering analysis, developing, or updating program documentation coincident with schedules, participating in IPTs as a CIED SME, and coordinating a comprehensive program support effort to ensure CIED priorities and objectives are met. Key facets of this effort include testing and supportability assessments of product solutions, interoperability impacts, system/subsystem effectiveness, and coordination of Joint requirements. Outputs of this effort will include preparation of program documentation, participating in working groups and other collaborative forums, and providing the CIED Directorate with expert acquisition planning knowledge to support both near- and long-term program objectives. Traditional requirements include preparing program documentation, (Supportability Plans, Milestone Decision Packages, etc) and ensuring readiness for milestones, significant events, and transition to post-deployment. Unique requirements include managing program execution in a Joint Interest environment, responding to Congressional and high-level DON/USMC oversight inquiries, and ensuring a comprehensive strategy for coordinating with the OPFORs, MCCDC, and MCOTEA to expedite solutions.

2.1.3 CIED Data Management. The CIED Directorate is responsible for planning, coordinating, and continuing the development of the CIED Technology Knowledge Center, which includes historical reporting of CIED technology initiatives and USMC specific IED incidents¹. Incidents and other data inputs are captured in an MS Access database which serves as the basis for the knowledge center. Critical initiatives during this period will focus on updating, maintaining and querying the database using advanced MS Access tools. Additional support efforts include developing the current Access database into an enterprise application (e.g. Oracle, MS Sequel Server) Knowledge Management system. Traditional requirements include routine data queries and providing inputs to support recommended COAs and CIED technical positions.

2.1.4 Technical Management & Administration. The CIED/TD is responsible for establishing a cohesive technical management framework that ensures Program of Records (PORs) 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 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

¹ CIED Technology Knowledge Center is a Knowledge Management Database in MS Access.

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 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 CIED Directorate effort 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 (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.

4.0 Security Requirements. The Contractor will be required to have a TOP SECRET Facility Clearance with **NO** TOP SECRET Safeguarding Capability. Safeguarding at the contractor facility is limited to GENSER SECRET. Contractor will be required to review technical material in support of CIED efforts and is responsible for representing the CIED Directorate's interests at conferences and workshops conducted up to and including the Top Secret / Sensitive Compartmented Information (TS/SCI) level. TS/SCI access is only required for certain supervisory personnel and the Predict and Prevent Technologies SME support. Contractor personnel will not require the ability to electronically access, manipulate or store data classified at the SCI level. Attendance at TS/SCI classified meetings and conferences will be required at the locations identified in ANNEX B of the DD-254 and other locations approved by the MCSC SSO. Security Classification guidance will be provided by the on-site SSO or CSSO. Coordination with the MCSC COR and SSO must occur prior to subcontracting any TS/SCI work.

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

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

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

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

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

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

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

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

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

Engineering & Analytical Assessments. The Contractor will be evaluated on the quality of their engineering and analytical program, responsiveness to designated priorities, selection of optimal COAs, and overall ability to provide the PMO with a comprehensive program support capability.

Comprehensive Technology and Programmatic Support. The Contractor will be evaluated on the quality of their near and long-term logistics support program, inclusive of coordinating OEM deliveries, handling OPFOR readiness issues, implementing suitable remedies, and providing the PMO with a comprehensive program support capability.

CIED Data Management. The Contractor will be evaluated on the quality of their overall data management of the CIED technology center, including transitioning immediate solutions to an enterprise level, coordinating with stakeholders, and ensuring that CIED program positions are supported by accurate and timely data.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ²	Method of Surveillance
Engineering & Analytical Assessments	2.1.1	Acceptable performance has been met when the operational assessments and support process have been accepted by the Government as effectively supporting program goals	Excellent Acceptable Poor	Inspection Analysis Demonstration
Comprehensive Technology and Programmatic Support	2.1.2	Acceptable performance has been met when effective systems engineering support of planned events has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration

² 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.

Performance Objective	SOW	Performance Standard	Quality Level	Method of Surveillance
CIED Data Management	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
Technical Management & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration