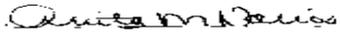


| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER M9545007RCR7AB7 | | PAGE 1 OF 15 | | | | | |
|--|------------------------------------|--|----------------|---|--|--|---|------------------------------|-----------------------------------|------|--|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 25-Sep-2006 | | 4. ORDER NUMBER 0061 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | | a. NAME | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING | | 12. DISCOUNT TERMS Net 30 Days | | |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | 16. ADMINISTERED BY SEE ITEM 9 | | | | | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | | CODE M67443 | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | | | |
| SEE SCHEDULE | | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$971,165.40 | | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE NGMS <input checked="" type="checkbox"/> OFFER DATED <u>14-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | | | | |
| | | | |  | | | 25-Sep-2006 | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor FFP Labor/Monthly Report - PM M (b)(4) Migration Support Services shall be performed in accordance with (b)(4), (b)(4) Statement of Work and Contractor's proposal dated 14 September 2006. FOB: Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|----------|------|------------|--------------|
| 0001AA | ACRN JC - M9545007RCR7AB7 FFP FOB: Destination MILSTRIP: M9545007RCR7AB7 PURCHASE REQUEST NUMBER: M9545007RCR7AB7 | 914,539 | Each | \$1.00 | \$914,539.00 |
| NET AMT | | | | | \$914,539.00 |
| ACRN JC | | | | | \$914,539.00 |
| CIN: M9545007RCR7AB70001AA | | | | | |

| 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 JC - M9545007RCR7AB7 FFP FOB: Destination MILSTRIP: M9545007RCR7AB7 PURCHASE REQUEST NUMBER: M9545007RCR7AB7 | 56,626.40 | Each | \$1.00 | \$56,626.40 |

NET AMT \$56,626.40

ACRN JC \$56,626.40
CIN: M9545007RCR7AB70002AA

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 |
| 0002 | N/A | N/A | N/A | Government |
| 0002AA | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 02-OCT-2006 TO 01-OCT-2007 | 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

JC: 1771319M7KC 260 67854 067443 2D C2270J 45007RCR7AB7
 AMOUNT: \$971,165.40
 CIN M9545007RCR7AB70001AA: \$914,539.00
 CIN M9545007RCR7AB70002AA: \$56,626.40

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order 0061 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 |
|---------|--------------|-------------|-------------|--------------|
| JC | 914539.00 | 56626.40 | 0.00 | \$971,165.40 |
| Total | \$914,539.00 | \$56,626.40 | \$0.00 | \$971,165.40 |

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:

Basil Moncrief (703)-432 4265
basil.moncrief@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-9016

Task Order Number: 0061

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 11/02/2006 | 76212.0 |
| 12/02/2006 | 76212.0 |
| 01/02/2007 | 76212.0 |
| 02/01/2007 | 76212.0 |
| 03/03/2007 | 76212.0 |
| 04/02/2007 | 76212.0 |
| 05/03/2007 | 76212.0 |
| 06/02/2007 | 76212.0 |
| 07/03/2007 | 76212.0 |
| 08/02/2007 | 76212.0 |
| 09/02/2007 | 76212.0 |
| 10/02/2007 | 76207.0 |
| Total | \$914,539.00 |

7. DELIVERY DESTINATION:

CG MARCORSYSCOM

PG / MC2I ATTN: **Basil Moncrief**

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 **2 October 2006**, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

SECTION THREE

STATEMENT OF WORK FOR ANNUAL SUPPORT FOR THE

Product Manager MAGTF C2 Integration and Program Manager MAGTF C2 Systems

ENGINEERING & SCIENTIFIC

1.0 Scope. The scope of this effort includes engineering, analytical, acquisition, administrative and logistics support for the MAGTF C2 Weapons and Sensors Development and Integration (MC2I), and the Marine Air Ground Task Force Command and Control System (MC2S) Program Management Office (PMO), Marine Air Ground Task Force Command and Control (MAGTF C2), which includes the Global Command and Control System (GCCS), Command and Control Personal Computer (C2PC), Joint Tactical COP Workstation (JTCW), Tactical Combat Operations (TCO) (including Intelligence-Operations Workstation (IOW) and Intelligence-Operations Servers (IOS)), and the Advanced Situational Awareness System (AS2). Key Contractor support requirements include providing engineering product assessments (e.g., interoperability assessments, testing support, systems engineering plans) for the Joint Tactical COP (Common Operational Picture) Workstation (JTCW), Command and Control Personal Computer (C2PC) systems, and updating technical and program documentation to be used in preparation for a cohesive, integrated MAGTF C2 acquisition strategy. Other areas of focus include technical management associated with the integration of MCSC programs; requirements generation and IPT participation across multiple areas of evolving interest.

1.1 Background. C2PC is a PM MC2I-managed program that is fielded worldwide with all four Services as a standalone client/workstation for GCCS, but is also the core tactical software within JTCW, TCO/IOW, and DACT. It is also the core software for programs assigned to other PMs, outside PM MC2I, and at other Services. C2PC is post Milestone C and fielded, currently undergoing additional research and development (R&D) as part of PM MC2I's spiral development strategy used to integrate with the myriad of other systems that make up the Marine Corps and U.S. Armed Forces C4I enterprise. The primary components of C2PC are the gateway that allows data distribution in disconnected tactical operations, and the workstation that provides specific C2 functionality. Both components are extremely complex (e.g. two million lines of code). MC2S will provide tools that perform aviation and ground C2 planning and execution functions in a positive control environment, as well as a common suite of tactical facilities, equipment, and interfaces for a system that will replace the legacy command and control equipment currently associated with virtually all of the MAGTF C2 units. MC2S will provide the means to scale capability up or down by arranging individual communications, processing and display, sensor interface, and shelter modules to meet mission requirements. Key MC2S responsibilities are to identify current systems interdependencies and enhancements required to integrate legacy and new equipment, and to develop "end to end C2 strategy" for the MC2S. Engineering responsibilities span the gamut of MC2S programs and include both requirements for system software engineering analysis, risk reduction, requirements traceability, as well as subject matter expertise (SME) for prioritized initiatives. This includes analyzing the span of required capabilities from tactical to operational requirements for both the MAGTF C2 COC incorporating requirements for the existing Tactical Data Network (TDN) and other PORs that currently support the Network Services including the enhanced global strategic access to the Global Information Grid (GIG). TCW/C2PC is a Marine Air Ground Task Force Software Baseline (MSBL)

evolutionary Windows application. It is the software backbone for all Marine Corps Ground Command and Control (C2) capabilities. C2PC provides the C2 capability, situation awareness and interoperability between multiple Marine Corps and Joint Command, Control, Communication, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) systems such as GCCS, Target, Location Designation Hand-off System (TLDHS), Data Automated Communication Terminal (DACT), and Advanced Field Artillery Tactical Data System (AFATDS). TCW/C2PC also plays a key role in providing the Joint Blue Force Situational Awareness (JBFSA) required by Warfighter engaged in the Global War on Terrorism. An additional and equally important aspect of C2PC is the use of Application Programming Interfaces (APIs) that greatly expands the functional capability of C2PC by allowing third party developers to design “injectors” or applications that are integrated into the core software. These injectors provide functionality that is necessary to meet the operational requirements of TCO/IOW and JTCW, and their management is a significant technical effort.

2.0 General Requirements. The Contractor shall provide continuous support for Marine Corps Air Ground (MAGTF) Command and Control (C2) Systems initiatives as generally aligned with the percentage effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|--|------|--------|
| • Technical Support / Test Planning / Security & Certification | 45% | 2.1.1 |
| • Software Engineering Support | 50% | 2.1.2 |
| • Technical Management and Administration | 5% | 2.1.3 |

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. Technical Support / Test Planning / Security & Certification. The Program Office is responsible for development and testing phases for C2PC and JTCW. Those efforts will focus on risk reduction through aggressive technical analysis (e.g., OEM oversight and cost/schedule reporting) of engineering and logistics products (e.g., RAM-D, software supportability) in preparation for spiral development, testing and integration. Within this framework are requirements for implementation of technical capabilities that will ensure the interoperability of legacy C2 systems with the planned MAGTF C2 architecture. Such actions include: Assessing interoperability initiatives (e.g., C2PC/JTCW, emerging Data Link technologies, Common Operating Environment (COE)) and their potential impact on MAGTF C2 mission effectiveness; interoperability planning (both HW and SW) and OEM coordination; and spiral development planning. Additionally, this phase of the acquisition cycle will involve extensive test planning (both DT/ OT), coordination with the OEM to ensure test readiness, evaluate test outputs, and to ensure the quality of the resulting integration efforts. Emerging areas of engineering focus will include DITSCAP certification and JITC interoperability certification, inclusive of the associated documentation, participation in multiple technical working groups (JBFSA) to represent program

interests and generating technical position papers and inputs to acquisition documentation (e.g., SAMP, TEMP, etc.). The Contractor is responsible for providing expert engineering analytical support covering systems engineering, software and hardware development, testing, and security to achieve program goals consistent with schedules and baseline performance agreements. Ancillary requirements include subject matter expertise (SME) to support requirements analysis, conducting product engineering assessments, and technology planning to ensure seamless integration within the DoD Architecture Framework (DoDAF). 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 (Program Plans and Schedules). Key aspects of this effort will include in program sanctioned IPTs (Army, SPAWAR, OEMs), developing associated documentation (e.g. Integrated Master Schedule) respective of program phases, providing liaison support for demonstrations and exercises (e.g. JWID, JFEX, Dynamic Mix, and Combined Endeavor) and ensuring the situational awareness of the MCSC project officer.

2.1.1.1 Systems Engineering Support. The MC2S PM is responsible for establishing a systems engineering program consistent with the technical requirements and operational priorities of the PGD. Within this framework, responsibility for technical assessment of product solutions, interoperability impacts, system/subsystem effectiveness, testing, and logistics support [(Reliability, Adaptability and Maintainability – Durability (RAM-D))] must be considered as complementary elements. Overarching objectives of this effort are to ensure compliance with program requirements (e.g., specifications, SOW, Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), test planning and integration of other C4I systems related to, integrate with or interfaced to C2PC. This includes integration of Army systems at echelons of command brigade (e.g. Force XXI Battle Command, Brigade and Below (FBCB2), Joint Capabilities Release (JCR)). The Contractor is responsible for supporting these issues with systems engineering (e.g. integrated architecture, Air/Ground Expeditionary Planning (WEEMC/ADOCs)) support to identify candidate technical solutions, ensuring the analytical framework supports the investment goals, and coordinating participation between other Service IPTs. Critical facets of support include expert knowledge of systems engineering integration and interoperability for C4ISR systems with concomitant expert knowledge of USMC concepts of employment (i.e., MAGTF C2 assets), interoperability expertise and engineering analysis at technical forums and throughout the Army/USMC IPT process. Outputs of this support will include preparation of program documentation related to engineering-centric acquisition requirements; and active participation in program events as delineated by the program schedules.

2.1.2 Software Engineering Support. The MC2S PM is responsible for establishing and maintaining the C2PC software baseline consistent with the technical requirements and operational priorities of the PGD. Overarching objectives of this effort are to ensure compliance with program requirements (e.g., specifications, SOW, commercial standards, safe and ready requirements, verification for MAGTF C2 assets, and Durability analytical review of interoperability requirements, and representation at technical forums). The Contractor is responsible for supporting these issues by providing software engineering support for third-party development for the C2PC application to identify candidate technical solutions, ensuring the analytical framework supports the investment goals and anticipated schedules. This includes evaluating outstanding Software Trouble Reports (STRs) and providing recommendation for content of patches and enhancements to C2PC. Key facets of support include controlling access to C2PC Software Development Kits (SDKs), coordinating efforts of injector developers, and developing and maintaining a catalog of injectors and other C2PC extensions. The Contractor is required to support these efforts by maintaining the list of 3rd party C2PC injector developers

Memorandum of Agreements (MOAs), and supporting new requests for SDKs on the SSC Charleston TacMobile website. Additional support requirements include providing engineering analysis at technical forums and throughout the IPT process. Outputs of this support will include preparation of program documentation related to engineering-centric acquisition requirements; and active participation in program events as delineated by the program schedules. Ancillary actions include participating in Joint collaboration forums, providing expert knowledge of Joint Architecture initiatives, risk management, and software engineering support.

2.1.2.1 Injector CM Support. The MC2S PM is also responsible for developing and maintaining the MAGTF C2 configuration management in support of Enterprise Configuration Management Plan (ECMP). Key facets of support include comparing efforts of multiple developers to promote efficiency and eliminate duplication of effort. This includes assisting in the development of C2PC Injector Developer training and establishing the "C2PC Compliance Criteria" from which a compliance program can be developed. Ancillary support requirements include organizing and facilitating the semi-annual C2PC developers' conferences, formal resolution of requirements, and acting as the Secretariat for the JTCW JCCB meetings.

2.1.2.2 Variable Message Format support. PM MC2I is responsible for providing Variable Message Format (VMF) URN program. This includes expanding the current Marine URN repository. This repository will be used to populate the C2PC address book, the FBCB2 URN lookup table, the Advanced Field Artillery Tactical Data System (AFATDS) and the Joint Master Unit List (JMUL). Critical aspects of support include supporting the Joint Blue Force Situational Awareness (JBFSA) IPT and Joint Requirements Oversight Council (JROC) 161-03 efforts consistent with the development schedule. Additional support requirements include the development of the commonality of fields, abbreviations and abbreviation methodology, compatibility with Command and Control Information Exchange Data Model (C21EDM) and MAGTF Integrated Picture (MIP), to meet Joint interoperability requirements. Ancillary support requirements include assisting with the development of USMC related position on URN repository issues (e.g., Joint and USMC URN policies, URN data assignment/dissemination to Marine Operational Forces, etc).

2.1.3 Management & Administrative Support. The Program Office is responsible for establishing a cohesive technical management framework that ensures all fielding and support activities are executed within program constraints. This includes all actions necessary to effectively support program milestones and schedules. Additional management support includes performance documentation and trend analysis, compliance with ACAT-level oversight guidance, and preparation for program reviews. 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. This includes 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 support 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. The Contractor is responsible for establishing a sound contingency support operations capability that allows for rapid assessment of OPFOR requirements, coordination with Government principals to identify resources and impacts, and ensuring that selected technical staff is fully capable of supporting operations under stated conditions. 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 C2PC scientific and support task. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. C2PC Team Leader will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order. The designated individual will:

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

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

- Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Inspection. A qualification method that is carried out by visual examination of software code, data captured in special test equipment, documentation, or hard copy printouts. The government will inspect software drops for bugs and content; and
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

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

Technical Support / Test Planning / Security & Certification. The Contractor will be evaluated on the product quality of their technical support, test planning and Information Assurance, and DODAF support of C2PC and the MAGTF C2 PM. This also includes assessment methodology, documentation, and successful close out of operational related issues.

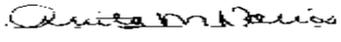
Software Engineering Support. The Contractor will be evaluated on product quality of their injector and systems engineering support, and their analysis of their findings. This includes draft and final products, quality of analytical findings, and presentations.

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 Level¹ | Method of Surveillance |
|---|------------|--|----------------------------------|---|
| Technical Support / Test Planning / Security & Certification. | 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 |
| Software Engineering 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 |
| 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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545006RCR6EW9 | | PAGE 1 OF 16 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 27-Sep-2006 | | 4. ORDER NUMBER 0062 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,597,324.06 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>Northrop Grumman Proposal</u> OFFER DATED <u>21-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 27-Sep-2006 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|-----------|------|------------|----------------|
| 0001 | Labor FFP Monthly Labor/Report shall be performed in accordance with the attached Statement of Work and the Contractor's Proposal dated 21 September 2006. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JD - M9545006RCR6EW9 FFP FOB: Destination MILSTRIP: M9545006RCR6EW9 PURCHASE REQUEST NUMBER: M9545006RCR6EW9 | 5,078,715 | Each | \$1.00 | \$5,078,715.00 |
| | | | | NET AMT | \$5,078,715.00 |
| | ACRN JD CIN: M9545006RCR6EW90001AA | | | | \$5,078,715.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AB | Labor - Incrementally Funded FFP FOB: Destination | 368,270 | Each | \$1.00 | \$368,270.00 |

| | |
|---------|--------------|
| NET AMT | \$368,270.00 |
|---------|--------------|

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

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|------------|------|------------|--------------|
| 0002AA | ACRN JD - M9545006RCR6EW9 FFP FOB: Destination MILSTRIP: M9545006RCR6EW9 PURCHASE REQUEST NUMBER: M9545006RCR6EW9 | 150,339.06 | Each | \$1.00 | \$150,339.06 |

| | |
|---------|--------------|
| NET AMT | \$150,339.06 |
|---------|--------------|

| | |
|----------------------------|--------------|
| ACRN JD | \$150,339.06 |
| CIN: M9545006RCR6EW90002AA | |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0001AA | Destination | Government | Destination | Government |
| 0001AB | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0002AA | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 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

JD: 1761319M7KC 250 67854 067443 2D M95450
 COST CODE: 00006RCR6EW9
 AMOUNT: \$5,229,054.06
 CIN M9545006RCR6EW90001AA: \$5,078,715.00
 CIN M9545006RCR6EW90002AA: \$150,339.06

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0062 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is

taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)

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

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|----------------|--------------|-------------|----------------|
| JD | 5078715.00 | 150339.06 | 0.00 | \$5,229,054.06 |
| Total | \$5,078,715.00 | \$150,339.06 | \$0.00 | \$5,229,054.06 |

The total amount of funding available for payment under this task order is: **\$5,229,054.06.**

- 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:

Christine Huebner 703-784-0878

christine.huebner@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-9016

Task Order Number: 0062

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 11/02/2006 | 453915.0 |
| 12/02/2006 | 453915.0 |
| 01/02/2007 | 453915.0 |
| 02/01/2007 | 453915.0 |
| 03/03/2007 | 453915.0 |
| 04/02/2007 | 453915.0 |
| 05/03/2007 | 453915.0 |
| 06/02/2007 | 453915.0 |
| 07/03/2007 | 453915.0 |
| 08/02/2007 | 453915.0 |
| 09/02/2007 | 453915.0 |
| 10/02/2007 | 453920.0 |
| Total | \$5,446,985.00 |

7. DELIVERY DESTINATION:

CG MARCORSYSCOM

PG / ISI GCSS-MC ATTN: **Christine Huebner**

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 2 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 **\$5,078,715.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

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

| | |
|--------------------------|----------------|
| On execution of contract | \$5,229,054.06 |
| NTE 07/07/2007 | \$368,270.00 |

SECTION THREE

STATEMENT OF WORK FOR

ANNUAL SUPPORT FOR GLOBAL COMBAT SUPPORT SYSTEM – MARINE CORPS

ENGINEERING & SCIENTIFIC

1.0 Scope. The Marine Corps Systems Command (MCSC), Information Systems and Infrastructure, Product Group (ISI/PG), Global Combat Support System (GCSS-MC) program office is responsible for life cycle management of multiple information technology solutions currently under development by a variety of prime vendors. Within the recent designation of GCSS-MC as an ACAT 1AM Program, the PM GCSS-MC has dramatically increased responsibilities for managing the GCSS-MC Portfolio of Systems within a consistent framework (e.g., ACAT 1AM) based upon defined technical objectives. Within this framework responsibility for prime vendor engineering products, execution of program control, financial and budget management, interoperability compliance, system/subsystem effectiveness, testing, acquisition and logistics must be considered as complementary elements, executed through a comprehensive systems engineering and management approach. This framework must also include risk assessment for business and economic considerations (e.g., CCA compliance) affecting selection of technical strategies.

1.1 Background. PM GCSS-MC is responsible for supporting the GCSS-MC Portfolio with a cohesive strategy for integrating business and technical elements of that portfolio. This includes providing recommendations to the PM GCSS-MC regarding pertinent courses of action selection and related technical matters, managing the update of program documentation (e.g., ACAT 1AM GCSS-MC Logistics Chain Management (LCM) Block 1 documentation in support of MS-B, etc.), and helping to insure CCA compliance across the portfolio. GCSS-MC is a portfolio management framework that must provide responsive, flexible, and effective management visibility of cross-functional, cross-service, and multi-echelon activities; e.g. logistics, manpower, and finance, that support operational mission accomplishment by the commander. GCSS-MC provides comprehensive combat service support (CSS) information by incorporating the following capabilities: Joint Asset Visibility; Joint Personnel Asset Visibility; Integrated Consumable Item Support; Theater Medical Information Program; Electronic Commerce in Acquisition; Electronic Data Access in Finance; and selected decision support tools, models, and simulations. The integration of GCSS and the Global Command and Control System (GCCS) serves to provide a key tool for commanders to plan and conduct operations via a Common Operating Picture (COP). The COP is a graphical depiction of the warfighting information available in an Area of Operations (AoA). GCSS applications provide uninterrupted information regardless of the environment or the location. Key support requirements for the FY05 period include:

- Providing programmatic and analytical support to PM GCSS-MC for all related Portfolio activities – both business and technical;
- Establishing and managing the Overarching Integrated Process Team (OIPT) process for the PM GCSS-MC and supporting individual WIPTs to insure a successful MS B and to prepare for MS C;
- Managing Clinger-Cohen Act (CCA) compliance issues – technical and economic impacts;

- Participating in various technical and professional forums (e.g., Enterprise Integration (EI) and the Business Enterprise Architecture (BEA) panels, etc); and
- Developing and implementing management metrics tied to identified performance measures (e.g., business and technical) affecting selected courses of action (COAs) for GCSS-MC programs.

The baseline GCSS-MC/LCM Block 1 program schedule is provided as follows:

| | |
|---------------|-------|
| Final IIPT | 4Q/05 |
| NPDM | 4Q/05 |
| PDR | 4Q/05 |
| OIPT | 4Q/05 |
| Signed ADM | 1Q/06 |
| DDR | 1Q/06 |
| Phase B Award | 1Q/06 |
| DRR | 3Q/06 |
| PIR | 1Q/07 |
| DTRR | 2Q/07 |
| MS-C | 3Q/07 |
| OTRR | 3Q/07 |

2.0 General Requirements. The Contractor shall provide continuous support for MCSC PM, GCSS-MC initiatives as generally aligned with the percentage effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|---|---------------|-----------|
| Business Operations & Program Management | 20% 2.1. 1 | |
| Engineering & Technical Support | 38% 2.1. 2 | Ref: QASP |
| Logistics & Strategic Initiatives Support | 37% 2.1. 3 | |
| Technical Management & 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 coordinate task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

2.1.1. Business Operations & Program Management. PM GCSS-MC is responsible for developing and executing portfolio technical and program strategies aligned with the objectives of the “future state” logistics functional operational architecture. Within this framework are requirements for evaluating external input (e.g., Transformation objectives, DoD requirements, GCSS requirements), conducting informal analyses, proposing alternative course of action (COA) recommendations. Key initiatives within the framework include Enterprise Integration (EI)

and Business Enterprise Architecture (BEA) compliance, Systems Realignment and Categorization (SRAC), Shared Data Environment (SDE), and the Marine Corps' Integrated Logistics Concept (ILC). The impacts of these initiatives require the PM GCSS-MC to establish both an overall strategic strategy for the portfolio of programs based upon a mid- and long-term strategy, as well as to establish program specific tactical strategies to achieve short-term milestones commensurate with the performance objectives of the contract. Additional effort includes ACAT 1AM program management for current GCSS-MC initiatives and Logistics Modernization objectives (e.g., project plans; cost, schedule, risks) based upon enterprise strategies and selected COAs. Key facets of this element include implementation of an Earned Value Management (EVM) program¹ and structured risk management methodology² aligned with program objectives. The Contractor is responsible for supporting these activities with expert business / program analysis and planning to ensure that task objectives (e.g., BEA compliance, CCA compliance, Joint Technical Architecture compliance, Business Modernization Management Program (BMMP) compliance, etc.) are approached as complementary elements of the GCSS-MC strategy. Key requirements include decision support analysis to select optimal COAs (e.g., assess cost, risk, and sensitivity under both combined and discrete "what if" scenarios), to support the projected MS "B" decision timeline; ensuring CCA compliance, and applying business analysis supporting POM06 review, POM 08 development and other elements of the Planning, Programming, Budgeting Execution System (PPBES). Ancillary efforts will also include representing PM GCSS-MC interests at various technical IPTs across the services and coordinating requirements among stakeholders (e.g., OASD (NII), DUSD (L&MR), HQMC (I&L), MCSC SE&I, MCCDC, DISA, etc.) and supporting Program requirements management and traceability efforts.

2.1.2 Engineering & Technical Support. PM GCSS-MC is responsible for developing and implementing a Portfolio-centric strategy for engineering and testing that includes a comprehensive systems engineering approach to accomplish validation and verification of OEM products, quality assurance, and technical assessments aligned with program milestones. Key facets of performance include developing test strategies to leverage cooperative efforts accomplished under various developmental test (DT) and operational test (OT) efforts, coordinating requirements with MCOTEAs, and developing the Test and Evaluation Master Plan (TEMP) as the overarching guidance document. The contractor shall also support Program liaison efforts with JITC and MCTSSA testing commands to complete detailed testing plans. Also included in the systems engineering strategy are requirements for a comprehensive Information Assurance (IA) program, inclusive of CCA compliance, ISP development, and technical risk assessments. The Contractor is responsible for supporting these activities with engineering and analytical understanding of shared data technologies applicable to USMC manpower and logistics systems, familiarity with CCA compliance issues, and knowledge of applied economic analysis. The Contractor is also responsible for supporting GCSS-MC business process requirements and conformance with BMMP, Clean Financial Audit requirements, GIG ES (Global Information Grid – Enterprise Services) architecture, and the NCES (Net-Centric Enterprise Strategy) for data discovery and sharing. Key performance functions include subject matter expertise with enterprise and data warehousing strategies, representation of program interests in various technical forums, and the ability to execute concurrent program requirements. Ancillary

¹ Earned Value Management Systems Guidelines, August 1996, and are published in DoD 5000.2-R, Appendix VI.

² The PM currently has an established risk management program that will server as the baseline for further strategies and any derived methodologies unique to the GCSS-MC ACAT 1AM effort.

actions include preparation/updating program documentation (e.g., ACAT level, ISPs, SSAAs), conducting engineering analysis and interfacing with USMC OPFORs.

2.1.3 Strategic Logistics Initiatives Support. PM GCSS-MC has primary responsibility for establishing both a comprehensive logistics support program for GCSS-MC (e.g., configuration management, training, fielding support), as well as spearheading multiple strategic initiative under its aegis (e.g., CLC2S fielding support, LogC2 management strategy). This effort will include reviews of the trade studies previously conducted to evaluate LogC2 management tools and techniques, management assistance to organize and evaluate external input (e.g., Transformation objectives, DoD and GCSS requirements), and conducting supporting analyses necessary to make COA recommendations. Key facets of this effort, include managing the GCSS-MC enterprise data plan, coordination with the MAGTF C2 PM and MCCDC to execute LogC2 as an element of the MAGTF C2 Architecture, and coordinating with the PMO and the Block-1 Accenture System Integration Team and the COTS Oracle team to achieve the Block-1 system integration change management key concepts to create a collaborative environment for Configuration Management activities using automated software configuration management tools specific to the Oracle software solution. The Contractor is responsible for establishing a cohesive program for managing the disparate and cooperative elements of LogC2, including overall review and prioritization of objectives, analysis to support COA decisions and formal USMC positions, and liaison/vetting of selected COAs with OPFORs and other stakeholders.

2.1.3.1 Logistics Support for GCSS-MC. PM GCSS-MC is responsible for establishing and executing a conventional logistics support program aligned with ACAT 1AM requirements, defined program objectives, and overarching GCSS program guidance. Key facets of this effort include supporting the OIPT with SME understanding of program requirements, assessing GCSS-MC/LCM Block-1 integration deliverables for conformance and quality (e.g., change management, Performance Based Logistics (PBL), training, PDSS planning, manpower/personnel, and maintenance planning, supply support, and legacy system Interfaces). The Contractor is responsible for coordinating and executing a comprehensive logistics support program aligned with the Accenture Team implementation methodology (e.g., Logistics Support Team) and the program objectives of the overarching integration effort. Within this framework are requirements for developing and implementing a comprehensive and supportable strategy for operational assessment testing, training, logistics and post deployment software support; including identifying and assessing legacy systems for obsolescence and investment sustainment commensurate with overall USMC program initiatives.

2.1.3.2 Logistics Support for CLC2S / LogC2 / BCS3: PM GCSS-MC is responsible for management and oversight of the CLC2S, LogC2, and BCS3 program. The contractor is required to support development, coordination and scheduling of CLC2S training Marine-Corps wide; perform site surveys to assess the training and implementation needs of the gaining units; resolve training and implementation issues; and update training, fielding and supportability plans as the system is rolled-out. Key facets of performance include capturing lessons learned incorporating these into future training and fielding strategies, along with updates to logistics documentation. Similar support is required for LogC2 (an extension of GCSS-MC that focuses on planning and execution monitoring) and for assessing the Army's BCS3 system, which is being fielded to the MEF's and the LMTs for OIF. The Contractor is responsible for collecting and incorporating lessons learned from OIF into future BCS3 training and fielding strategies, as well as updating logistics acquisition documentation.

2.1.4 Technical Management & Administration. PM GCSS-MC is responsible for establishing a cohesive technical and program management framework that ensures requirements are satisfied within program and fiscal constraints. This includes complying with ACAT1AM level oversight of program requirements, as well as instituting the Portfolio management strategy envisioned by the PM. Key facets of technical management include establishing a technical data management/control program, instituting a Customer Relationship Management (CRM) program for interfacing with stakeholders and OPFORs, and coordinating the business and technical objectives of the integration effort. The Contractor is responsible for supporting the overall effectiveness and efficiency of the technical and program management framework with expert analysis of critical path activities, CCA issues, risk assessments of selected alternatives, and coordination of Marine Corps program interests related to overarching PM GCSS-MC objectives. Ancillary requirements include administrative support to the PM GCSS-MC and coordinating actions and support (e.g., preparing program briefings, memoranda, budget exhibits, reports and supporting life cycle documentation, etc.) required to ensure the effectiveness and efficiency of the program management framework and readiness for milestone decisions. The contractor is also responsible for establishing, implementing and supporting program requirements management and configuration management processes and a document configuration control process for technical and acquisition life cycle documentation along with a supporting program documentation repository. Additional efforts on this task include scheduling, coordinating and facilitating communication between the GCSS-MC team, the Office of Secretary Navy, and OASD (NII) as part of the ACAT 1AM oversight 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 PM GCSS-MC 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 PM GCSS-MC 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:

2.1.1 Business Operations & Program Management. The Contractor will be evaluated on the quality of their business and analytical efforts associated with high-priority program objectives, programmatic decisions support, and ability to execute a comprehensive program schedule with multiple objectives.

2.1.2 Engineering & Technical Support. The Contractor will be evaluated on the quality of their engineering and technical efforts associated with high-priority program objectives, technical and engineering analysis, and ability to provide effective support to COA decisions.

2.1.3 Strategic Logistics Initiatives Support. The Contractor will be evaluated on the effectiveness and the quality of their logistics support efforts, including implementing a comprehensive strategic initiatives management program, liaison with stakeholders, formal documentation, and support to effective program execution.

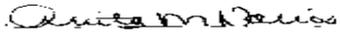
2.1.4 Technical Management & Administration. The Contractor will be evaluated on the quality of their overall technical acquisition and management strategy, ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level³ | Method of Surveillance |
|--|------------|--|----------------------------------|-------------------------------|
| Business Operations & Program Management | 2.1.1 | Acceptable performance been met when the management framework and coordination of stakeholders priorities has been accepted by the government. | Excellent Acceptable Poor | Inspection Demonstration |
| Engineering & Technical Support | 2.1.2 | Acceptable performance has been met when the quality of the engineering and technical support has been determined to meet the program objectives. | Excellent Acceptable Poor | Analysis Demonstration |
| Strategic Logistics Initiatives Support | 2.1.3 | 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 |
| 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 |

³ 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 M9545007RC54A74 | | PAGE 1 OF 13 | | | | | |
|--|------------------------------------|--|---|--|--|--|---|------------------------------|-----------------------------------|------|--|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 25-Apr-2007 | | 4. ORDER NUMBER 0075 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | a. NAME | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING | | 12. DISCOUNT TERMS Net 30 Days | | |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | | | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | | |
| SEE SCHEDULE | | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$909,557.00 | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>16-Apr-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | 31c. DATE SIGNED | | | |
| | | | |  | | | | 25-Apr-2007 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001 | Labor/Monthly Report FFP Technical, Engineering, and Assistance Team Support (TEAT) services shall be performed in accordance with attached Statement of Work and NGDMS proposal dated 16 April 2007. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN KQ - M9545007RC54A74 FFP FOB: Destination MILSTRIP: M9545007RC54A74 PURCHASE REQUEST NUMBER: M9545007RC54A74 | 858,070 | Each | \$1.00 | \$858,070.00 |
| | | | | NET AMT | \$858,070.00 |
| | ACRN KQ CIN: M9545007RC54A740001AA | | | | \$858,070.00 |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 0002AA | ACRN KQ - M9545007RC54A74 FFP FOB: Destination MILSTRIP: M9545007RC54A74 PURCHASE REQUEST NUMBER: M9545007RC54A74 | 51,487 | Each | \$1.00 | \$51,487.00 |
| NET AMT | | | | | \$51,487.00 |
| | ACRN KQ CIN: M9545007RC54A740002AA | | | | \$51,487.00 |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0001AA | Destination | Government | Destination | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0002AA | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 07-MAY-2007 TO 06-MAY-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

KQ: 17511094614 310 67854 067443 2D M95450
 COST CODE: 7RC54A7410B2
 AMOUNT: \$909,557.00
 CIN M9545007RC54A740001AA: \$858,070.00
 CIN M9545007RC54A740002AA: \$51,487.00

AWARD TERMS AND CONDITONS**SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0075 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|----------------------|--------------|-------------|-------------|--------------|
| KQ | 858070.00 | 51487.00 | 0.00 | \$909,557.00 |
| Total | \$858,070.00 | \$51,487.00 | \$0.00 | \$909,557.00 |

The total amount of funding available for payment under this task order is: **\$909,557.00.**

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. Tony Brill 703-432-5123

Tony.Brill@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.

7. DELIVERY DESTINATION:

COMMANDER

MARCORSYSCOM ATTN: **Mr. Tony Brill**

ISI

2200 LESTER ST

QUANTICO, VA 22134

Contract Number : M6785402A9016

Task Order :0075

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 06/06/2007 | 71506.0 |
| 07/07/2007 | 71506.0 |
| 08/06/2007 | 71506.0 |
| 09/06/2007 | 71506.0 |
| 10/06/2007 | 71506.0 |
| 11/06/2007 | 71506.0 |
| 12/06/2007 | 71506.0 |
| 01/06/2008 | 71506.0 |
| 02/05/2008 | 71506.0 |
| 03/06/2008 | 71506.0 |
| 04/05/2008 | 71506.0 |
| 05/06/2008 | 71504.0 |
| Total | \$858,070.00 |

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– TBD

9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.

10. PERIOD OF PERFORMANCE - The period of performance for this effort is 12 months beginning **07 May 2007**, with the possibility for two (2) additional award terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

SECTION THREE

STATEMENT OF WORK FOR TECHNICAL, ENGINEERING AND ASSISTANCE TEAM (TE&AT)

ENGINEERING & SCIENTIFIC SUPPORT

1.0 Scope. The scope of this effort is to provide technical, engineering, analytical, and administrative support to the Program Manager for Total Force Information Technology Systems (TFITS), Information Systems and Infrastructure (ISI), MARCORSSCOM with specific technical emphasis for the core transportation systems¹ at II MEF, Camp Lejeune, NC. Team Lead, Transportation and Distribution Information Systems (TDIS) will manage the project for PM, TFITS. TDIS will use this services and support contract to ensure the successful implementation of the Unit Move and Sustainment applications using Automatic Identification Technology (AIT), Active/Passive Radio Frequency Identification equipment, and wireless architectures. The ultimate goal of this contract is to reduce man-hours involved with the tracking and reporting of the movement of supplies and equipment during routine loading and off-loading operations, contingencies, and exercises. This effort will parallel existing program efforts, as well as expand to include on-site logistics and liaison support at multiple operating forces (OPFORs) locations both CONUS/OCONUS². This includes supporting Marine Corps distribution tactics, techniques, and procedures in support of TDIS applications.

1.1 Background. TDIS has supported the New Equipment Training (NET) with the software developer and Formal Learning Centers (FLC). However, this NET training is limited to new functionality in the software, but does not fully train the implementation and set-up of hardware to enhance their business process. TDIS currently utilizes personnel already on staff to provide training for operational and training commands at multiple locations, for various length evolutions, on very short notice. This effort significantly affects the day to day operations of the TDIS section.

Due to the increased frequency of changes with all applications and hardware technology in the TDIS portfolio, it is difficult to establish the infrastructure and architectures in order to utilize full capability of TDIS applications during initial training. Additionally, current constraints with the vetting of new requirements through the POI approval and acceptance process can lead to a difference between what is fielded and what is trained.

To meet the needs of the various commands that would benefit from this TE&AT support, the team will be geographically located with the operational forces. This will provide a greater

¹ Core programs include: Joint Force Requirements Generator II (JFRG II), MAGTF Deployment Support System II (MDSS II), Transportation Coordinators Automated Information for Movement Systems II (TC-AIMS II), Automated Manifesting System-Tactical (AMS-TAC), Cargo Movement Operations System (CMOS), Warehouse-to-Warfighter (W2W), Global Air Transportation and Execution System (GATES), Automated Air Load Planning System (AALPS), and Integrated Computerized Deployment System (ICODES).

² This effort will be initially confined to II MEF, Camp Lejeune, NC. Other support locations will potentially include I MEF, III MEF, and IRAQ. These additional locations will require a bilateral contract modification.

responsiveness with the dynamic operational and training schedules as well as development of a cohesive organization that can meet the needs of the system operators and return new requirements and functionality to the program office.

2.0 General Requirements

The Contractor shall provide a multifunctional team for technical, engineering, analytical, and administrative support services for TDIS Applications. The Contractor shall provide continuous support for TDIS initiatives as generally aligned with the percentage effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|--|-----------|--------|
| • On-Site Programmatic & Logistics Support | 40% 2.1.1 | |
| • Technical Analysis & Engineering Support | 50% 2.1.2 | QASP |
| • Management & Administration | 10% 2.1.3 | |

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable engineering, analytical, acquisition and Marine Corps 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.

2.1 Specific Tasks.

2.1.1. On-Site Programmatic & Logistics Support. PM TFITS/TDIS is responsible for implementing a comprehensive program of programmatic, logistics and technical support for Transportation PORs and other initiatives (e.g. AIT, RFID), as they apply to TDIS. The Contractor shall provide continuous support for the fielding, integration, implementation and training of applications in the TDIS portfolio. The contractor shall be located in the geographic area around 2nd Marine Expeditionary Force (II MEF). In addition to direct access to II MEF, the contractor shall be required to provide global support for the program office for any command requesting technical assistance (e.g. I/III MEF). The contractor shall act as the first line technical support by troubleshooting all interface, software, and hardware issues. The contractor shall also provide any requested technical assistance and support related to distribution process reform RFID and In-Transit Visibility (ITV). This support shall include distribution and RFID process reform as required during the period of performance and technical assistance on all application data to the DoD Automated Addressing System (DAAS) and data pulls from the National ITV server. The Contractor shall provide support to the various command echelons within the Marine Air Ground Task Force (MAGTF), including the school houses at Marine Corps Combat Service Support School (MCCSSS), Expeditionary Warfare Training Group Pacific (EWTGPAC), and Training and Education Command (TECOM).

2.1.2. Technical Analysis & Engineering Support. PM TFITS/TDIS is responsible for implementing a comprehensive program of engineering, and technical support for Transportation PORs and other initiatives (e.g. AIT, RFID), as they apply to garrison and deployed operational forces. The contractor shall provide engineering support to the government when installing new hardware and technology in support of the applications in the TDIS portfolio. This includes proving liaison and interface support with the Original Equipment Manufactures (OEMs) to improve the system functionality via system upgrades, or business

processes improvements for all TDIS applications. This includes performing the following actions:

- Monitor system/application operations to insure the applications, databases, and hardware are operating in unison with each other.
- Provide recommend workarounds for hardware systems. In the case of application, database, or hardware issues, re-engineering the hardware system may become necessary to allow for continued operations.
- Identify technical enhancements. Assist operators in the development and submission of new functionality requirements through the approval process.
- Configure networks to include the following components on the network: Mobile Wireless Enterprise Network (MWEN) kits, Radio Frequency Identification (RFID) interrogators, RFID sign posts, handheld devices, Portable Deployment Kits (PDK) and mini-desks as required.
- Provide support to include analysis, trouble shooting, debugging, testing, documentation, and configuration management efforts to maintain the existing systems while concurrently recommending and implementing improvements for future use for the TDIS applications. The contractor shall provide analytical support in determining the effectiveness of the new application and hardware capabilities in an operational environment
- Develop Users/Operations Manual. The contractor shall work with all the application developers with the TDIS support team to document the operations, specifically software and hardware performance, and trouble areas. In addition, the contractor shall document daily user procedures/concept of operations that are specific to both garrison and deployed operations. This documentation shall provide information that can be used during future training and deployed operations and to make improvements to the system. These user manuals will be updated and refined as required to meet OPFORs requirements.

2.1.3 Management & Administration. The PM TFITS/TDIS 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 infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. The contractor shall provide general support for maintaining the website and all information on the website. The website will be updated

whenever required. The website shall contain points of contacts, email addresses, program updates, etc as described by the TDIS Section. 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 TFITS/TDIS 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 included as separate ODCs, these items must be identified in the Contractor's proposal at the time of submission for consideration and pricing purposes. TDIS will provide scanners, wireless access points, and Portable Deployment Kit's (PDKs) to support mission requirements. 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 TFITS/TDIS task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. The PM TFITS/TDIS 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:

On-Site Programmatic & 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 on-site program support capability.

Technical Analysis & Engineering Support. 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 PM TDIS with a comprehensive program support capability.

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

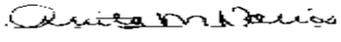
effectiveness of their use of resources to meet customer expectations and schedules. This includes the use of corporate quality practices, resolutions of invoice anomalies, WBS compliance, and effectiveness of their overall contract management team.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level³ | Method of Surveillance |
|--|------------|--|----------------------------------|---|
| On-Site Programmatic & Logistics Support | 2.1.1 | Acceptable performance has been met when effective training support of JFRG II planned events has been demonstrated and accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Analysis & Engineering Support | 2.1.2 | 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 |
| 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 |

³ 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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545007RC74500 | | PAGE 1 OF 13 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 20-Apr-2007 | | 4. ORDER NUMBER 0074 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$350,724.00 | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>Northrop Grumman</u> OFFER DATED <u>10-Apr-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| | | | |  | | 20-Apr-2007 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor/Monthly Report FFP Labor/Monthly Report DACT IA support shall be performed in accordance with the attached Statement of Work and the Contractor's proposal dated 10 April 2007. FOB: Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|----------|------|------------|--------------|
| 0001AA | ACRN KP - M9545007RC74500 FFP FOB: Destination MILSTRIP: M9545007RC74500 PURCHASE REQUEST NUMBER: M9545007RC74500 | 343,846 | Each | \$1.00 | \$343,846.00 |
| NET AMT | | | | | \$343,846.00 |
| ACRN KP | | | | | \$343,846.00 |
| CIN: M9545007RC745000001AA | | | | | |

| 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 KP - M9545007RC74500 FFP FOB: Destination MILSTRIP: M9545007RC74500 PURCHASE REQUEST NUMBER: M9545007RC74500 | 6,878 | Each | \$1.00 | \$6,878.00 |
| NET AMT | | | | | \$6,878.00 |
| ACRN KP | | | | | \$6,878.00 |
| CIN: M9545007RC745000002AA | | | | | |

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 01-MAY-2007 TO 30-APR-2008 | N/A | N/A FOB: Destination | |
| 0001AA | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

KP: 17711094631 250 67854 067443 2D 463105
 COST CODE: 45007RC74500
 AMOUNT: \$350,724.00
 CIN M9545007RC745000001AA: \$343,846.00
 CIN M9545007RC745000002AA: \$6,878.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0074 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and Cost Reimbursable for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|----------------------|--------------|------------|-------------|--------------|
| KP | 343846.00 | 6878.00 | 0.00 | \$350,724.00 |
| Total | \$343,846.00 | \$6,878.00 | \$0.00 | \$350,724.00 |

The total amount of funding available for payment under this task order is **\$350,724.00**

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 F. Davis (703-432-3824)

Michael.f.davis@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 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
Contractor Number: M67854-02-A-9016
Task Order: 0074

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 05/31/2007 | 28654.0 |
| 07/01/2007 | 28654.0 |
| 07/31/2007 | 28654.0 |
| 08/31/2007 | 28654.0 |
| 09/30/2007 | 28654.0 |
| 10/31/2007 | 28654.0 |
| 11/30/2007 | 28654.0 |
| 12/31/2007 | 28654.0 |
| 01/30/2008 | 28654.0 |
| 02/29/2008 | 28654.0 |
| 03/30/2008 | 28654.0 |
| 04/30/2008 | 28652.0 |
| Total | \$343,846.00 |

7. DELIVERY DESTINATION:

Commander, MARCORSYSCOM
ATTN: Mr. Michael F. Davis
2200 LESTER STREET
QUANTICO, VA 22134

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

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

10. PERIOD OF PERFORMANCE - The period of performance for this effort is 12 months beginning 01 May 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, security requirements 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

DEPUTY COMMANDER, COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS AND INTELLIGENCE / INTEGRATION DATA AUTOMATED COMMUNICATIONS TERMINAL INFORMATION ASSURANCE SUPPORT

Engineering and Scientific

1.0 Scope. The scope of this effort is to provide on-going technical analysis and engineering support to the Deputy Commander for C4I Integration, Information Assurance/Joint Requirements (IA/JR) Division. The scope of this activity includes writing the Information Support Plan (ISP) or Tailored Information Support Plan (ISP), System Security Authorization Agreement's (SSAA's) and reviewing Application Security Plans (ASPs) for the dismounted (D-) and mounted (M-) DACT variants. Additional support requirements include liaison with security agencies/activities, and providing advocacy support before doctrinal and technical panels. Key support requirements include expert understanding and application of Clinger Cohen Act (CCA) compliance; coordination of IA-sponsored activities across the Marine Corps Systems Command (MCSC) program base; and management of IA related activities consistent with program ACAT levels, milestone schedules, and overarching policy requirements

1.1 Background. The vision of the Dep Cmdr for C4I/I is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. This will be accomplished through technical systems architecture definition, design and life cycle management of an integrated, interoperable, warfighting system. Included in this effort are on-going efforts for developing a comprehensive system view of the C4ISR architecture for the USMC, which includes developing and maintaining the MCIAP in FY07. Additionally, SE&I is leading the MCSC efforts to define the MCSC EIP and Federation of Systems (FedOS). The SE&I Division is responsible for the execution of the C4ISR integration strategies for MCSC programs. IA&JR is assisting with the development of joint Message and Software standards. The IA&JR Division also provides overarching technical support to MCSC Product Group Directors on Information Support Plan (ISP) interoperability and technical issues.

The Defense Information Systems Agency (DISA), in coordination with the National Security Agency (NSA) and other Department of Defense (DoD) activities, has developed a standard process to minimize the risks associated with non-standard security implementation across shared infrastructures and end systems. DoD Instruction (DoDI) 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP), integrates security directly into the system lifecycle and is applied uniformly across DoD. The SSAA is a living document that captures and maintains information related to the certification and accreditation (C&A) of a system in accordance with DITSCAP. SSAA's exist as an iterative process ensuring compliance with DITSCAP, DoDI 5200.40, DoD 8500.1, (or successor document) and other relevant guidance. The SSAA captures the topology, configuration, risk assessment, vulnerability assessment, and other pertinent information necessary to provide the Designated Approval Authority (DAA) assurance that system security and operational risks have been mitigated. The SSAA is reviewed for completeness and provided to the Director, IA/JR requesting either an Approval to Operate (ATO), or an Interim Approval to Operate (IATO). These documents are valid for a three (3) year period, or until application of system configuration changes. An ASP is a condensed SSAA, applying only to application software with an identical approval process.

The DACT program is a “high visibility,” combat critical effort with an aggressive deployment schedule during FY07. During this period, the DACT will be fielded to Marine units worldwide, as well as incorporated into on-going technical enhancements resulting from software configuration changes to the Command and Control Personal Computer (C2PC) program. D-DACT fielding/training will be conducted throughout FY07 for units at each Marine Expeditionary Force (MEF) and Marine Forces Reserve (MFR). M-DACT fielding/training will be conducted for the MFR. Additionally, the Program Officer will coordinate with the Marine Corps Tactical Systems Support Activity (MCTSSA) and Space and Naval Warfare Systems Command (SPAWAR) for laboratory testing and prioritization of product improvements driven by operational requirements.

2.0 General Requirements. The Contractor shall provide continuous support to the IA/JR Team consistent with the activities identified:

| Activity – Anticipated Percentage | Para | Metric |
|---|-----------|-----------|
| • SSAA / ASP Development, Review & Management | 60% 2.1.1 | |
| • ISP Development & Support | 35% 2.1.2 | Ref: QASP |
| • Management & Administration | 5% 2.1.4 | |

The scope of work associated with each of these task activities may vary slightly by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable technical and analytical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall 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 SSAA / ASP Development, Review & Management. The IA/JR Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DoD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program SSAA's and ASP's predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the DACT 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.

2.1.1.1 Anti Tamper Development, Review & Management. The IA/JR Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DOD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program Anti Tamper investigation and documentation predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the 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. Key support activities includes supporting DACT Anti-tamper documentation to comply with the Department of Defense (DOD) policy directing each military service to implement anti-tamper techniques, which include software and hardware protective devices.

2.1.2 ISP Development & Support. The responsibilities of the Information Support Plan (ISP) Development Team include support to the program managers in preparing and developing ISPs, which are required for all Marine Corps C4I programs, as well as reviewing other Service's ISPs that affect Marine Corps programs. The scope of this work includes providing architecture products (e.g. SVs, OV, TV) in support of DACT program's objectives and future concept requirements. This includes active participation in each program's meetings and maintaining the iterative development of the ISPs. These documents are reviewed and coordinated through Headquarters, Marine Corps (HQMC) and the Joint Chiefs of Staff (JCS) via an existing C4I SE&I organizational process. The Contractor is responsible for establishing a cohesive support organization capable of technical development and assessment of ISPs and related documents, providing analysis and assessments of policy affecting Marine Corps programs, and rendering expert course of action (COA) guidance to C4I SE&I staff.

2.1.3 Management & Administration. The IA/JR Division is responsible for establishing a cohesive management framework that ensures the objectives of the support strategy are executed within program constraints. 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 for 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, ODCs and Travel Requirements. This task order will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-25 personnel), as well as a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. The Government expects that computers, cellular phones, and other elements of facilitation to be included in GSA rates. Further, if specific models, applications, computer time, etc. are to be included as ODC items, these items must be identified in the Contractor's proposal at the time of submission. Both local travel and other CONUS/OCONUS travel is anticipated in support of this effort. Travel will be reimbursed in accordance with the JTR.

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 IA annual support 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 IA project office will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the 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; and
- 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:

SSAA / ASP Development, Review & Management. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the SSAA / ASP development process.

ISP Support. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the development of the T-ISP/ ISP.

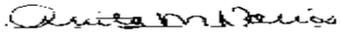
Management & Administration. The Contractor will be evaluated on the quality of their overall technical management strategy, ability to preclude, or resolve issues, and effectiveness of their use of resources to meet planning goals and schedules.

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level ¹ | Method of Surveillance |
|---|-------|--|---------------------------------|-----------------------------|
| SSAA / ASP Development, Review & Management | 2.1.1 | Acceptable performance has been met when the SSAA / ASP engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| ISP Support | 2.1.2 | Acceptable performance has been met when the ISP engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| Management & Administration | 2.1.3 | Acceptable performance has been met when the Contractors methodologies, schedules, and quality standards have been accepted by the Government. This is inclusive of quality provisions for each of the previous WBS elements, effective reporting, and methods for ensuring immediate resolution of anomalies. | 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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 13 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 13-Mar-2007 | | 4. ORDER NUMBER 0073 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$136,804.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE NGDMS <input checked="" type="checkbox"/> OFFER DATED <u>09-Mar-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 13-Mar-2007 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001 | Labor/Monthly Reports FFP Composite Tracking Network (CTN) annual support services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 9 March 2007. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN KH - M9545007RCR7CL9 FFP FOB: Destination MILSTRIP: M9545007RCR7CL9 | 126,804 | Each | \$1.00 | \$126,804.00 |
| | | | | NET AMT | \$126,804.00 |
| | ACRN KH CIN: M9545007RCR7CL90001AA | | | | \$126,804.00 |

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

NET AMT \$0.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 0002AA | ACRN KH - M9545007RCR7CL9 FFP FOB: Destination MILSTRIP: M9545007RCR7CL9 | 10,000 | Each | \$1.00 | \$10,000.00 |

NET AMT \$10,000.00

ACRN KH \$10,000.00
CIN: M9545007RCR7CL90002AA

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 19-MAR-2007 TO 13-NOV-2007 | 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

KH: 1771319M7KC 260 67854 067443 2D C2273J
 COST CODE: 45007RCR7CL9
 AMOUNT: \$136,804.00
 CIN M9545007RCR7CL90001AA: \$126,804.00
 CIN M9545007RCR7CL90002AA: \$10,000.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0073 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 |
|---------|--------------|-------------|-------------|--------------|
| KH | 126804.00 | 10000.00 | 0.00 | \$136,804.00 |
| Total | \$126,804.00 | \$10,000.00 | \$0.00 | \$136,804.00 |

The total amount of funding available for payment under this task order is: **\$136,804.00**.

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:

LtCol Paul Richardson

703-432-4159

<mailto:paul.w.richardson@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-9016

Task Order Number: 0073

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 04/13/2007 | 15850.0 |
| 05/14/2007 | 15850.0 |
| 06/13/2007 | 15850.0 |
| 07/14/2007 | 15850.0 |
| 08/13/2007 | 15850.0 |
| 09/13/2007 | 15850.0 |
| 10/13/2007 | 15850.0 |
| 11/13/2007 | 15854.0 |
| Total | \$126,804.00 |

7. Delivery Destination:

CG/MARCORSYSCOM

MC2I ATTN: LtCol Paul Richardson

2200 Lester St.

Quantico, VA 22134-6050

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 from 19 March 07 to 13 November 2007. This is the last award term period of performance under the provisions of this task order.

SECTION THREE
STATEMENT OF WORK FOR
COMPOSITE TRACKING NETWORK ANNUAL SUPPORT
ENGINEERING & SCIENTIFIC

1.0 Scope. The scope of this effort is to provide on-going technical, managerial, and acquisition support for program initiatives related to the USMC Composite Tracking Network (CTN) program. The focus of this task is related to activities supporting an objective Milestone “B” decision, and reducing integration risk associated with the AN/TPS-59 3-D, long-range radar, the Common Aviation Command and Control System (CAC2S), the Ground/Air Task Oriented Radar (G/ATOR), and the Navy Cooperative Engagement Capability (CEC). Throughout this period, emphasis shall be on key engineering initiatives (e.g., developing adaptive layers to support interfaces with legacy and next generation Marine Air Command and Control System (MACCS) sensor, weapon, and command and control systems, engineering and development testing, requisite MS B documentation, and requisite logistics support efforts (e.g., technical manual development, sparing concept strategy, and manpower and training analysis).

1.1 Background. The USMC CTN Operational Requirements Document (ORD) was signed in 2000 and an Operational and Organizational (O&O) concept, which was signed in 2006, will leverage current technical requirements in the US Navy Cooperative Engagement Capability (CEC) ORD. The CTN system provides the USMC with a capability to produce accurate, composite, real-time surveillance tracks by correlating sensor measurement data from contributing radars. CTN will provide a unique sensor netting capability by integrating air track data into host C2 platforms, i.e. CAC2S. The system will be comprised of durable, scaleable, and modular components that meet the expeditionary operational requirements of the Marine Corps. The CTN system will be employed by the MACCS. It will provide information to the network that is derived from its organic sensors, as well as use information from other Service sensors, for the purpose of improving real-time Situational Awareness (SA).

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

| Activity – Anticipated Percentage | Para | Metric |
|--|------|--------|
| • Technical Analysis & Engineering Assessments | 30% | 2.1.1 |
| • Program & Logistics Support | 65% | 2.1.2 |
| • Technical Management & Administration | 5% | 2.1.3 |

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

2.1 Specific Requirements.

2.1.1. Technical Analysis and Engineering Assessments. The CTN Project Officer is responsible for implementing a technically viable approach for CTN integration aligned with USMC interoperability priorities for MACCS theater operations, and sensor netting. These efforts require participation in multiple working groups, including the USN CEC, USMC AN/TPS-59, G/ATOR, CAC2S and other formal/informal forums. Key facets of analysis and assessment include technical review of working group products, coordinating priorities of participation, providing subject matter expertise (SME) comments on program interoperability, and ensuring USMC interests are adequately represented. Particular emphasis will be placed on assessing engineering and development test activities, and other activities related to system interface development. The Contractor is responsible for supporting these activities with expert knowledge of USMC concept of employment (i.e., MACCS assets), interoperability expertise with USN CEC and USMC AN/TPS-59, CAC2S, and comprehensive capability to originate and evaluate technical documentation (e.g., specifications) supporting course of action decisions. This effort will include technical representation in various forums (e.g., CEC Working Groups) and active participation in the IPT process as delineated by program priorities.

2.1.2 Program and Logistics Support. The CTN Project Officer is responsible for ensuring that on-going interoperability initiatives (e.g., CEC, CAC2S, AN/TPS-59, G/ATOR) are assessed for technical and programmatic impacts on the objective CTN capability. This includes development of program strategies aligned with the US Navy CEC and CTN acquisition schedule and concurrent program timelines, coordination of MCCDC requirements, analysis and assessment of MS C documentation, and preparation of the milestone decision package. Within this framework are key requirements for accomplishing interface with MCCDC sponsors; developing and implementing Naval Integrated Logistics Support (ILS) strategy that includes maintenance, supportability, provisioning, manpower, technical data, and training; and, performing pre-MS C logistics analysis to validate support concepts and cost forecasts. The Contractor is responsible for providing expert program and logistics analysis to achieve CTN program goals leading to a planned FY08 MS C/LRIP decision. Within this framework are requirements to attain interoperability objectives, assess manpower and training, and define optimal investment strategies associated with selected courses of action. This effort will also require technical representation in various program and logistics support IPT working groups as delineated by program priorities. Ancillary actions include preparation of MS C documentation, interface with operational and support units, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

2.1.3 Technical Management & Administration. The CTN Project Officer is responsible for establishing a cohesive technical management framework that ensures task order activities produce the desired objectives. 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 infrastructure (e.g., databases, library, TOPIC, 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. This 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 throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

ATTACHMENT 1**QUALITY ASSURANCE SURVEILLANCE PLAN**

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the CTN 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 CTN Project Officer will function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the 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; and
- 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:

Technical Analysis & Engineering Assessments. The Contractor will be evaluated on the quality of their engineering support, product analysis, IPT participation, and overall ability to support the technical objectives of the CTN program.

Program and Logistics Support. The Contractor will be evaluated on the overall execution of the CTN program effort consistent with defined priorities and key products supporting a successful MS B decision.

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

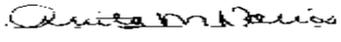
Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level ¹ | Method of Surveillance |
|--|-------|--|---------------------------------|---|
| Technical Analysis & Engineering Assessments | 2.1.1 | Acceptable performance has been met when the quality of engineering products and levels of participation have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |

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

| Performance Objective | SOW | Performance Standard | Quality Level ¹ | Method of Surveillance |
|---------------------------------------|------------|--|-----------------------------------|---|
| Program & Logistics Support | 2.1.2 | Acceptable performance has been met when the overall program strategy and logistics analysis 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 produce acceptable products using optimal resources, compliant with prescribed schedules. | Excellent Acceptable Poor | Inspection Demonstration |

| | | | | | | | |
|--|------------------------------------|--|--|---|--|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545007RCR7BH9 | | PAGE 1 OF 17 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 20-Dec-2006 | | 4. ORDER NUMBER 0072 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$464,613.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE NGMS Proposal <input checked="" type="checkbox"/> OFFER DATED <u>15-Dec-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 20-Dec-2006 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor/Monthly Reports FFP ECSC Support Services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 15 December 2006. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------------|
| 0001AA | ACRN JZ- M9545007RCR7BH9 FFP FOB: Destination MILSTRIP: M9545007RCR7BH9 PURCHASE REQUEST NUMBER: M9545007RCR7BH9 | 230,000 | Each | \$1.00 | \$230,000.00 |
| | | | | NET AMT | \$230,000.00 |
| | ACRN JZ CIN: M9545007RCR7BH90001AA | | | | \$230,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AB | | 229,613 | Each | \$1.00 | \$229,613.00 |
| | Labor - Incremental Funding | | | | |
| | FFP | | | | |
| | See the Limitation of Government Obligation Clause. | | | | |
| | FOB: Destination | | | | |

| | |
|---------|--------------|
| NET AMT | \$229,613.00 |
|---------|--------------|

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

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|------------|
| 0002AA | | 5,000 | Each | \$1.00 | \$5,000.00 |
| | ACRN JZ- M9545007RCR7BH9 | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M9545007RCR7BH9 | | | | |
| | PURCHASE REQUEST NUMBER: M9545007RCR7BH9 | | | | |

| | |
|---------|------------|
| NET AMT | \$5,000.00 |
|---------|------------|

| | |
|----------------------------|------------|
| ACRN JZ | \$5,000.00 |
| CIN: M9545007RCR7BH90002AA | |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 20-DEC-2006 TO 18-DEC-2007 | N/A | N/A FOB: Destination | |
| 0001AA | N/A | N/A | N/A | N/A |
| 0001AB | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

JZ: 1771319M7KC 250 67854 067443 2D C2277M
 COST CODE: 7RCR7BH90629
 AMOUNT: \$235,000.00
 CIN M9545007RCR7BH90001AA: \$230,000.00
 CIN M9545007RCR7BH90002AA: \$5,000.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0072 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|--------------|------------|-------------|--------------|
| JZ | 230000.00 | 5000.00 | 0.00 | \$235,000.00 |
| Total | \$230,000.00 | \$5,000.00 | \$0.00 | \$235,000.00 |

The total amount of funding available for payment under this task order is \$235,000.00.

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 Noah S. Slemp 703.432.3857

noah.slemp@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 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: M67854-02-A-9016
 Task Order: 0072

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 01/20/2007 | 38301.0 |
| 02/19/2007 | 38301.0 |
| 03/21/2007 | 38301.0 |
| 04/20/2007 | 38301.0 |
| 05/21/2007 | 38301.0 |
| 06/20/2007 | 38301.0 |
| 07/21/2007 | 38301.0 |
| 08/20/2007 | 38301.0 |
| 09/20/2007 | 38301.0 |
| 10/20/2007 | 38301.0 |
| 11/20/2007 | 38301.0 |
| 12/20/2007 | 38302.0 |
| Total | \$459,613.00 |

7. DELIVERY DESTINATION :

COMMANDER, MARINE CORPS SYSTEMS COMMAND
 ATTN: DC C4I I, SE&I CAPT NOAH SLEMP
 2200 LESTER STREET
 QUANTICO, VA 22134-6050

8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– See Attachment 3.

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 from 20 December 2006 to 18 December 2007, with the possibility for one (1) additional terms

contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

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

(a) Contract line item **0001** is incrementally funded. The sum of **\$230,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate

target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

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

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

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

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

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

| | |
|--------------------------|---------------------|
| On execution of contract | \$ 235,000.00 |
| NTE 06/20/2007 | \$ 114,709.75 |
| NTE 09/20/2007 | \$ 114,903.25 |
| TOTAL | \$464,613.00 |

(End of Clause)

SECTION THREE
STATEMENT OF WORK FOR
TECHNICAL SUPPORT FOR THE EXPEDITIONARY C4I SCENARIO CHECKLIST
Engineering & Scientific Support

1.0 Scope. The scope of this effort is to continue to provide an on-going technical analysis and application design for the Deputy Commander for C4I Integration (Dep Cmdr C4I/I), Marine Corps Systems Command (MCSC) Systems Engineering and Integration Division, FORCEnet, Naval Integration and Expeditionary Maneuver Warfare Integration Branch's support to the "Fleet Readiness Plan (FRP)" program. The primary intent of this program is to ensure Expeditionary Support Group (ESG) ships are equipped with operational and interoperable warfighting Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) capabilities for Marine Expeditionary Unit (MEU) embarkation and deployment. The secondary intent is to ensure the Expeditionary C4I Scenario Checklist (ECSC) architectural state is capable of sustaining the expanded DGSIT effort to support Marine Expeditionary Brigade (MEB) and Marine Expeditionary Force (MEF) annual training exercises and contingency operations. The principal focus of this effort is to expand the scope of the ECSC to an enterprise-level application, meeting the information needs of MAGTF users at all levels, and continue capturing their corporate knowledge of systems integration in the application that serves-up on-demand, scenario- and capability-relevant checklists. The key facets are to develop and deliver the milestones identified in the study, incorporate the recommendations into the migrated application, maintain and update the applications content, and deliver checklists.

1.1 Background. Program objectives for the Dep Cmdr C4I/I support to the FRP process is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. One key area of C4I integration support revolves around a process for verifying MEU C4ISR systems have been integrated into an ESG's architecture to support the warfighting (e.g. MEU, MEB, MEF) needs. Contactor teams of Subject Matter Experts (SMEs) are sent by Dep Cmdr C4I/I to every ESG to assist MEU's during their work-ups. The SMEs assist the a MAGTF in verifying interoperability requirements based upon mission requirements. To meet this requirement, a central data repository has been developed to capture lessons learned for use in subsequent support evolutions. Hence, the ECSC was developed to function as this central repository of evolving corporate knowledge in order to produce consistent, high-quality checklists that conform to the Navy's test documentation format.

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

| Activity – Anticipated Percentage | | Para | Metric |
|---|-----|-----------|---------------------|
| • Study and Report Analysis | 25% | 2.1. 1 | Ref: QASP Standards |
| • Software Application Support | 30% | 2.1. 2 | |
| • Technical Support | 40% | 2.1. 3 | |
| • Technical Management & 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 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. The Contractor is responsible for providing technical, analytical and acquisition expertise to execute these tasks in accordance with the Quality Assurance Surveillance Plan (Attachment 1) and the anticipated milestones (Attachment 2).

2.1 Specific Requirements.

2.1.1. Study and Report Analysis. The Naval Integration Team Leader (NITL) is responsible for aligning MARCORSYSCOM's support to the FRP process. To facilitate this effort, the NITL maintains an application for producing checklists that provides the means for documenting compliance with existing instructions, identifying system interoperability and incompatibilities, operator proficiency levels, and conformance with integration testing requirements. The Contractor is responsible for conducting a study of the customer business practices, inclusive of the types of data required, manipulation, and reporting formats. These users include MARCORSYSCOM elements that plan and execute FRP support and external agencies such as the Commander, Atlantic Fleet's DGSIT office and MEU/MEB/MEF Staff. Key facets of this task include analysis of users' processes and procedures and formal recommendations to the NITL for functional and physical improvements to the application.

2.1.2 Software Application Support. The NITL is responsible for evolving the government-owned ECSC application to better match user needs. The key facets of this task are to develop an end product that incorporates selected recommendations called out in paragraph 2.1.1. Using the existing suite of GFE / GFM¹ Contractor is responsible for incorporating necessary changes to the database structure and library as well as making changes to the ECSC application so it performs in accordance with user expectations. This effort includes updates to the existing ECSC User Guide to reflect changes made to the ECSC Application. The Contractor shall coordinate a final development schedule with the NITL and to incorporate quality practices coincident with the standards established in the QASP at Attachment 2.

2.1.3 Technical Support. The NITL is responsible for the accuracy and completeness of the content of the government-owned ECSC application. The key facets of this task are to make identified changes as required and to create/maintain checklists for systems added to the MAGTF Afloat Baseline (MAB). The Contractor shall provide technical support to maintain the ECSC application content residing in the existing suite of GFE/GFM² throughout the period of performance. Content includes the full-spectrum of systems assigned to the MAB and the procedures (documented in checklists) used to validate these systems are properly integrated. Maintenance actions include identifying which MAB systems will be used by each ESG, reviewing existing checklists (Navy and Marine) for possible re-use, incorporating iterative changes to existing checklists and procedures, and researching and drafting new procedures for systems added to the MAB, and generating hard copy checklists for use by MARCORSYSCOM's contact teams.

2.1.4 Management & Administration. The NITL is responsible for establishing a cohesive technical management framework that ensures execution of task order requirements within the specified constraints (e.g., budget, schedule). Supporting actions include development of task

¹ Refer to Attachment 3 – List of ECSC Government Furnished Material and Equipment.

² Refer to Attachment 3 – List of ECSC Government Furnished Material and Equipment.

order work packages; WBS management; management of project schedules and deliverables; office and on-site Program Office administrative support; and coordination of Contractor resources to execute defined objectives. The Contractor is responsible for supporting an effective technical management program by ensuring the quality of technical products supports scheduled milestones, providing effective staffing and resource utilization coincident with program objectives, and managing resources to accommodate priorities of work. 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, Other Direct Costs, and Travel Requirements. The Contractor is required to have in place all necessary facilities (in proximity to MCB Camp Pendleton, CA) to accomplish the scope of activities. Reimbursement of cell phone usage must have prior approval by the Contracting Officer or the Contractor will not be reimbursed for any cell phone usage. The Contractor will renew the Microsoft Software Developer's Network, Enterprise Edition license as required. All Government Furnished Equipment (GFE), hardware and software, will be returned to the Government at the end of the contract. All Other Direct Costs (ODC's) shall be clearly identified in the proposal and will not be reimbursed without prior Contracting Officer approval. 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) has been developed as the principal basis for assessing overall performance of the Developmental Test Support for the Expeditionary C4I Scenario Checklist 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 Work Statement (PWS). Performance objectives are those designated with corresponding performance measures and standards.

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:

Study and Report Analysis. The Contractor will be evaluated on product quality of their study and analysis support to expand and improve the already existing ECSC Application. This report shall consist of findings, data input, and recommendations.

Software Application Support. The Contractor will be evaluated on product quality of their software application support. This includes maintaining the on-line ECSC application and delivering major releases of the ECSC application per the milestone schedule in attachment 3.

Technical Support. The Contractor will be evaluated on the product quality of their technical interoperability support. This includes assessment methodology, engineering support, documentation, and successful close out of operational related issues:

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

Enclosure 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level³ | Method of Surveillance |
|-------------------------------|------------|---|----------------------------------|---|
| Study and Report Analysis | 2.1.1 | Acceptable performance has been met when the Contractors use of technical staff results in consistent quality of product and service deliverables, and is determined to be compliance with program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Software Application Support | 2.1.2 | Acceptable performance has been met when the Contractors ECSC application support is in compliance with program goals and has been accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Support | 2.1.3 | Acceptable performance has been met when the technical and interoperability support effort developed by the Contractor has been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Management and 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 |

³ 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.

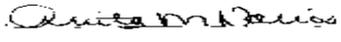
Attachment 2
Anticipated Milestone Schedule

| Study and Report Analysis | Anticipated Date |
|---|-------------------------|
| Format for ECSC Study Analysis | 7 Jan 2007 |
| ECSC Study and Report Analysis (Draft) | 14 Jan 2007 |
| ECSC Study and Report Analysis (Final) | 14 Feb 2007 |
| Software Application Drops | |
| Software Drop 1 | TBD |
| Software Drop 2 | TBD |
| Technical Support | |
| Pre-requisite and Actual FIT Checklist for 13 th MEU | Jan 2007 |
| Revised Actual FIT Checklist for 13 th MEU | Feb 2007 |
| Pre-requisite and Actual FIT Checklist for 22 nd MEU | Mar 2007 |
| Revised Actual FIT Checklist for 22 nd MEU | Apr 2007 |
| Pre-requisite and Actual FIT Checklist for 31 st MEU | May 2007 |
| Pre-requisite and Actual FIT Checklist for 11 th MEU | Aug 2007 |
| Revised Actual FIT Checklist for 11 th MEU | Sep 2007 |
| Pre-requisite and Actual FIT Checklist for I MEF | Sept 2007 |
| Revised Actual FIT Checklist for I MEF | Oct 2007 |
| ECSC Users Guide | Nov 2007 |
| | |

Note 1: Dates for delivering checklists subject to changes in the deployment schedules of the Marine Expeditionary Units.

Attachment 3
LIST OF ECSC Government Furnished Material and Equipment

| Item Description | Manufacturer | Part or Model No. | Serial Number | Express Service Tag |
|-------------------------|---------------------|--|-------------------------------|----------------------------|
| Desktop | Dell | Optiplex GX270 | 1XW5L51 | 4226174533 |
| Desktop | Dell | Optiplex GX270 | GWW5L51 | 36817443397 |
| Desktop | Dell | Optiplex GX280 | 6349461 | 132492363313 |
| Monitor | Dell | M783S | MX-0X3782-47605-46L-B15R | |
| Monitor | Dell | M783S | MX-0X3782-47605-46L-B15L | |
| Monitor | Dell | M783S | MX-0X3782-47605-46L-B15K | |
| UPS | Cyberpower | CPS1500AVR | BBA3Y1D01067 | |
| Software | Crystal Reports | XI | B6W60-01CS200-000J4P0-06D0 | |
| Software | Adobe | Acrobat 6.0 Professional | 1118-1415-7985-7548-7335-5287 | |
| Software | Microsoft | Software Developer's Network, Enterprise Edition | 15061708 | |

| | | | | | | | |
|--|------------------------------------|--|--|--|--|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545007RC64972 | | PAGE 1 OF 13 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 18-Dec-2006 | | 4. ORDER NUMBER 0071 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,809,671.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>13-Dec-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 18-Dec-2006 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|-----------|------|------------|----------------|
| 0001 | Labor/Monthly Reports FFP PM Enterprise Information Technology Systems Defense Message System Annual Support shall be performed in accordance with attached Statement of Work and contractor proposal dated 13 December 2006 FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JY - M9545007RC64972 FFP FOB: Destination MILSTRIP: M9545007RC64972 PURCHASE REQUEST NUMBER: M9545007RC64972 | 2,659,671 | Each | \$1.00 | \$2,659,671.00 |
| | | | | NET AMT | \$2,659,671.00 |
| | ACRN JY CIN: M9545007RC649720001AA | | | | \$2,659,671.00 |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|----------|------|------------|--------------|
| 0002AA | ACRN JY - M9545007RC64972 FFP FOB: Destination MILSTRIP: M9545007RC64972 PURCHASE REQUEST NUMBER: M9545007RC64972 | 150,000 | Each | \$1.00 | \$150,000.00 |
| NET AMT | | | | | \$150,000.00 |
| ACRN JY | | | | | \$150,000.00 |
| CIN: M9545007RC649720002AA | | | | | |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|-------------|------------|-------------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0001AA | Destination | Government | Destination | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0002AA | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 02-JAN-2007 TO 01-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

JY: 17611094635 310 67854 067443 2D 463515
 COST CODE: 7RC6497210E2
 AMOUNT: \$2,809,671.00
 CIN M9545007RC649720001AA: \$2,659,671.00
 CIN M9545007RC649720002AA: \$150,000.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0071 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 |
|---------|----------------|--------------|-------------|----------------|
| JY | 2659671.00 | 150000.00 | 0.00 | \$2,809,671.00 |
| Total | \$2,659,671.00 | \$150,000.00 | \$0.00 | \$2,809,671.00 |

The total amount of funding available for payment under this task order is: **\$2,809,671.00.**

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

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

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

Ms. Angela Smith-Mackey 432.5152
angela.smith-mackey@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-9016

Task Order: 0071

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 02/01/2007 | 221639.0 |
| 03/03/2007 | 221639.0 |
| 04/02/2007 | 221639.0 |
| 05/03/2007 | 221639.0 |
| 06/02/2007 | 221639.0 |
| 07/03/2007 | 221639.0 |
| 08/02/2007 | 221639.0 |
| 09/02/2007 | 221639.0 |
| 10/02/2007 | 221639.0 |
| 11/02/2007 | 221639.0 |
| 12/02/2007 | 221639.0 |
| 01/02/2008 | 221642.0 |
| Total | \$2,659,671.00 |

7. DELIVERY DESTINATION:

CG MCSC / PG ISI
 ATTN: Ms. Angela Smith-Mackey
 2200 Lester St.
 Quantico, VA 22134-6050

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 twelve (12) months beginning 2 January 2007, with a possibility for one (1) award terms contingent upon satisfactory performance and compliance with the provisions of the QASP.

SECTION THREE

STATEMENT OF WORK FOR PM ENTERPRISE INFORMATION TECHNOLOGY SYSTEMS DEFENSE MESSAGE SYSTEM ANNUAL SUPPORT

ENGINEERING & SCIENTIFIC SUPPORT

1.0 Scope. The scope of this effort includes on-going technical and programmatic support to the Marine Corps' DMS deployment, sustainment, and evolutionary development. The Program Manager for Computing Platform and Services (CPS), Defense Message System (PM CPS DMS) has requirements to support technical engineering efforts for both Strategic General Service (GENSER) messaging and Top Secret/ Sensitive Compartmented Information (TS/SCI) messaging in both the Tactical and Garrison environments. The efforts include GENSER and (TS/SCI) application deployment, engineering design of new systems; analysis of individual Marine Corps site deployment requirements and enterprise-wide management of applications and support tools to include development and implementation of an enterprise Storage Area Network (SAN). Additional requirements include developing implementation plans, acquisition and logistics support, conducting on-site training associated with new application releases, on-site instructor support at the Marine Corps Communications Electronics School (MCCES), Twenty-nine Palms, CA¹, and subject matter expert (SME) participation at multiple, Joint working groups, and Marine Corps implementation forums.

1.1 Background. PM CPS DMS is the single point of contact for management, and the overall acquisition and life cycle support of, the Marine Corps' DMS requirements. Joint DMS is an Assistant Secretary of Defense (ASD), Networks and Information Integration (NII), mandated program managed by DISA that provides electronic organizational messaging capabilities for the Marine Corps and other user Services and Agencies. Routinely there have been annual application releases, which require in-house and Joint community test and evaluation of proposed Defense Information Systems Agency (DISA) and Marine Corps host architectures. DMS incorporates traditional acquisition methodologies for Strategic General Service (GENSER) and Top Secret/ Sensitive Compartmented Information (TS/SCI) messaging, and the Tactical GENSER and TS/SCI messaging. The GENSER and the Intelligence Community (IC) are implementing different architectures (e.g., different backbone infrastructure) using overlapping suites of DMS products sponsored by DISA. Based upon this approach, the Marine Corps DMS Program Office treats both TS/SCI and GENSER requirements as a single program effort with multiple facets. Key FY06 initiatives include: completion of installation of the DMS Proxy solution for GENSER garrison and Tactical; support for Area/Local Control Center (A/LCC) consolidation to include continuity of operations planning; design and implementation of a message storage solution; design and initial implementation of a replacement tactical LCC; program management support; completion of testing TS/SCI products; installation of the TS/SCI DMS solution; USMC DMS classroom support; Marine Corps implementation security accreditation; and the analysis/assessment of current/planned DMS products proposed by DISA.

¹ Historically, this is a single SME individual responsible for maintaining the curriculum, performing application software maintenance, and resolving DMS training anomalies with the Program Office.

2.0 General Requirements. The Contractor shall provide continuous support for PM EITS DMS and its key initiatives as generally aligned with the percentage effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|--|------|-----------|
| • GENSER DMS Engineering & Support | 45% | 2.1. 1 |
| • Intelligence DMS Engineering & Support | 40% | 2.1. 2 |
| • Acquisition & Logistics Support | 10% | 2.1. 3 |
| • Management & 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. The Contractor is responsible for providing acceptable technical, analytical and business 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. GENSER DMS Engineering & Support. PM Computing Platform and Services (CPS) DMS is responsible for life cycle support for the Marine Corps' GENSER (classified and unclassified) DMS program for tactical and garrison environments. Within this framework, requirements are to: complete USMC DMS Automated Message Handling System (AMHS) with Storage Area Network (SAN) configuration installations at garrison A/LCCs; LCC consolidation support planning for FY07 IOC; engineering recommendations for a follow-on tactical solution; engineering recommendations for GENSER product upgrades, message archive solution, and continuity of operations; and incorporation of National Security Agency (NSA) products (e.g., FORTEZZA, PKI encryption). These efforts include requirements analysis, market research and product assessments, and system deployment at both garrison and tactical sites predicated upon DISA and Marine Corps fielding schedules. Key activities include completion of DMS 3.1 System Security Authorization Agreement (SSAA) for garrison and tactical implementations; assessments of new products and product upgrades (e.g., Exchange 2003, Windows 2003, Defense Message Dissemination System upgrades; Decision Agent, Automated Message Handling System (AMHS), Microsoft/Lockheed Martin Collaborative Messaging Solution); Enterprise wide Storage Area Network design and implementation (SAN) test support for new product deployments; operational concept updates particularly for embarked forces; and rollout of DISA products. The Contractor is responsible for supporting these activities with expert knowledge of technical DMS requirements for both tactical and garrison (classified and unclassified) architectures; USMC operational concepts and specific messaging capabilities; and acquisition solutions tailored to program complexity, ACAT-levels, and constraints. The objective of this effort is to prioritize disparate DMS activities, coordinate program and technical resources around critical path milestones, and execute testing and deployment of new capabilities.

2.1.2. Intelligence DMS Engineering & Application Support. PM CPS DMS is responsible for the Marine Corps' Top Secret and intelligence community implementation of DMS in the garrison and tactical environments. Within this framework are requirements for designing, testing, integrating, and fielding tactical and garrison TS/SCI DMS capabilities during 4Q/07; providing MOS training support; and coordinating garrison cutover schedules² (e.g., accounts management, directory population); DoDIIS DMS test planning; security accreditation; and acquisition support. The Contractor is responsible for supporting these efforts with expert knowledge of DMS intelligence-unique requirements and tactical operations. The objective of this effort is to leverage capabilities from GENSER DMS program efforts where possible, as well as to identify and execute unique IC DMS support requirements as elements of an overall cohesive program approach.

2.1.3 Acquisition, Logistics & Administration. PM CPS DMS is responsible for ensuring that acquisition and life cycle management of the USMC DMS is commensurate with USMC IT requirements and service goals established by the HQMC CIO, C4, ASD NII, and DISA. Within this framework are requirements to develop program documentation supporting selected DMS Courses of Actions, ensure preparation for milestones and formal reviews as required, and support OPFOR interface to accomplish DMS fielding. The contractor will provide on-site support for classroom training at MCCES and provide new equipment training for the Marine Corps DMS system administrators when major new DMS upgrades are installed. The Contractor is responsible for supporting these activities with expert knowledge of USMC network operations (e.g., DMS, TDMS, JWICS, MCEN, MCEITS, and G6 operations), enterprise planning, system testing and accreditation, and recommendations to program office staff pertinent to mission effectiveness and schedule impacts. Ancillary responsibilities include product management (e.g., ordering, tracking purchase orders, data entry to CAPS), budget support; logistics support, asset tracking management, customer follow-up, and ensuring critical program information is communicated to all levels of the Marine Corps community.

2.1.4 Management & Administration. PM CPS DMS is responsible for establishing a cohesive management organization and support framework to execute management of program initiatives and coordination among Integrated Product Teams (IPTs) and GENSER and IC community working groups. These projects/initiatives must be managed to sustain an enterprise DMS and Tactical DMS IT infrastructure that supports network-centric warfare and other IT activities. 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. Notably, within this management framework are requirements for supporting overall technical management of USMC DMS enclaves by providing expert assistance associated with the implementation and installation. Included in this effort is the implementation and installation of DMS TS/SCI at all 14 garrison Marine Corps Sensitive Compartmented Information Facilities (SCIFs), necessitating that

² TS/SCI requirements have been identified at 14 garrison and 14 tactical locations for cutover to begin in 2006. MCSC maintains SCI billets for 6 FTE positions in support of this requirement.

personnel performing work in a SCIF will possess a Top Secret clearance and be approved for SCI³.

3.0 Facilities Requirements. PM CPS DMS will require the Contractor to provide facilities for meetings and IPT's (e.g., 30-50 personnel), teleconferencing and video teleconferencing capabilities, as well as a suitable infrastructure to manage program requirements throughout the course of performance (e.g., computer, telecommunications, document storage, database management, etc.). This requirement also extends to an infrastructure that accommodates DoD SIPRNET Portal traffic, STU-3 voice communications, and a capability to perform limited test and evaluation of selected DMS products. Such facilities are not reimbursed, as ODCs and any ancillary charges must be identified in the Contractor's 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 (CONUS) is anticipated. 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 DMS annual support 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 the objectives delineated in the SOW.

2. Government Surveillance. The DMS Project Officer 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

³ The DMS Program Office will ensure that submission of SCI access is accomplished and coordinated with the Contractor's security manager.

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:

GENSER DMS Engineering & Support. The Contractor will be evaluated on the effectiveness of their DMS execution and support methodology, inclusive of efficiency of processes, product quality, and compliance with schedules.

Intelligence DMS Engineering & Support. The Contractor will be evaluated on the effectiveness of their DMS execution and support methodology, inclusive of efficiency of processes, product quality, and compliance with schedules.

Acquisition, Logistics & Administration. The Contractor will be evaluated on the effectiveness of their logistics support to the DMS effort, quality of program documentation, and overall administrative support to the fielding effort.

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

Table 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level⁴ | Method of Surveillance |
|---|------------|--|----------------------------------|-------------------------------|
| GENSER DMS Engineering & Support | 2.1.1 | Acceptable performance has been met when the engineering and related technical efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| Intelligence DMS Engineering & Support | 2.1.2 | Acceptable performance has been met when the engineering and related technical efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| Acquisition, Logistics & Administration | 2.1.3 | Acceptable performance has been met when the acquisition and logistics efforts supporting the DMS fielding effort have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| Management & Administration | 2.1.4 | Acceptable performance has been met when the Contractors methodologies, schedules, and quality standards have been accepted by the Government. This is inclusive of quality provisions for each of the previous WBS elements, effective reporting, and methods for ensuring immediate resolution of anomalies. | Excellent Acceptable Poor | Inspection Demonstration |

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

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor/Monthly Reports FFP C4I Information Assurance/Joint Requirements (IA/JR) support services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 30 Nov 2006. FOB: Destination | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|----------|------|------------|--------------|
| 0001AA | ACRN JV - M9545007RCR7AN5 FFP FOB: Destination MILSTRIP: M9545007RCR7AN5 PURCHASE REQUEST NUMBER: M9545007RCR7AN5 | 250,000 | Each | \$1.00 | \$250,000.00 |
| NET AMT | | | | | \$250,000.00 |
| ACRN JV | | | | | \$250,000.00 |
| CIN: M9545007RCR7AN50001AA | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------------|
| 0001AB | | 150,875 | Each | \$1.00 | \$150,875.00 |
| | ACRN JW - M9545007RC00032 | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M9545007RC00032 | | | | |
| | PURCHASE REQUEST NUMBER: M9545007RC00032 | | | | |

| | | | | | |
|--|--|--|--|---------|--------------|
| | | | | NET AMT | \$150,875.00 |
|--|--|--|--|---------|--------------|

| | | | | | |
|--|----------------------------|--|--|--|--------------|
| | | | | | \$150,875.00 |
| | ACRN JW | | | | |
| | CIN: M9545007RC000320001AB | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AC | | 569,933 | Each | \$1.00 | \$569,933.00 |
| | Labor - Incremental Funding | | | | |
| | FFP | | | | |
| | See Limitation of Government Obligation Clause. | | | | |
| | FOB: Destination | | | | |

| | | | | | |
|--|--|--|--|---------|--------------|
| | | | | NET AMT | \$569,933.00 |
|--|--|--|--|---------|--------------|

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

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 0002AA | ACRN JW - M9545007RC00032 FFP FOB: Destination MILSTRIP: M9545007RC00032 PURCHASE REQUEST NUMBER: M9545007RC00032 | 29,125 | Each | \$1.00 | \$29,125.00 |

NET AMT \$29,125.00

ACRN JW \$29,125.00
CIN: M9545007RC000320002AA

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 11-DEC-2006 TO 10-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 |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

JV: 1771319M7KF 250 67854 067443 2D C2929E
COST CODE: 7RCR7AN51649
AMOUNT: \$250,000.00
CIN M9545007RCR7AN50001AA: \$250,000.00

JW: 1771319M7KC 260 67854 067443 2D C3099D
COST CODE: 45007RC00032
AMOUNT: \$180,000.00
CIN M9545007RC000320001AB: \$150,875.00
CIN M9545007RC000320002AA: \$29,125.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order 0070 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable).
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

Funds Available For Payment

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|----------------------|--------------|-------------|-------------|--------------|
| JV | 250000.00 | 0 | 0 | \$250,000.00 |
| JW | 150875.00 | 29125.00 | 0 | \$180,000.00 |
| Total | \$400,875.00 | \$29,125.00 | \$0.00 | \$430,000.00 |

The total amount of funding available for payment on this task order is \$430,000.00.

- 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:

Mr. Michael F. Davis (703-432-3824)

michael.f.davis@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: M67854-02-A-9016

Task Order: 0070

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 01/11/2007 | 80901.0 |
| 02/10/2007 | 80901.0 |
| 03/12/2007 | 80901.0 |
| 04/11/2007 | 80901.0 |
| 05/12/2007 | 80901.0 |
| 06/11/2007 | 80901.0 |
| 07/12/2007 | 80901.0 |
| 08/11/2007 | 80901.0 |
| 09/11/2007 | 80901.0 |
| 10/11/2007 | 80901.0 |
| 11/11/2007 | 80901.0 |
| 12/11/2007 | 80897.0 |
| Total | \$970,808.00 |

7. DELIVERY DESTINATION:

CG MARCORSYSCOM
ATTN: Mr. Michael F. Davis
2200 LESTER STREET
QUANTICO, VA 22134

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 11 December 2006, with the possibility for two (2) additional term 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, security requirements 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.

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 **\$400,875.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

| | |
|--------------------------|---------------------|
| On execution of contract | \$ 430,000.00 |
| NTE 03/12/2007 | \$ 84,529.00 |
| NTE 06/11/2007 | \$ 242,702.00 |
| NTE 09/10/2007 | \$ 242,702.00 |
| TOTAL | \$999,933.00 |

Section Three
STATEMENT OF WORK FOR
DEPUTY COMMANDER, COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS AND
INTELLIGENCE / INTEGRATION
INFORMATION ASSURANCE AND JOINT REQUIREMENTS (IA/JR) DIVISION
Engineering and Scientific

1.0 Scope. The scope of this effort is to provide on-going technical analysis and program support to the Deputy Commander for C4I Integration, Information Assurance/Joint Requirements (IA/JR) Division. The scope of this activity includes writing System Security Authorization Agreement's (SSAA's), review of SSAA's for Navy and Marine Corps Internet (NMCI) and other Marine Corps programs, providing training and policy interpretation, executing liaison with security agencies/activities, advocacy before doctrinal and technical panels, and other actions necessary to ensure a sound IA program. Key support requirements include providing additional Information Support Plans (ISPs) and Information Assurance (IA) Products to meet Joint and Marine Corps requirements in the fielding of USMC systems. This includes providing technical assistance in developing the operational and systems architectural products that will be required to support the Program Upgrades Program. Additional IA and ISP support is required per the list of PGs/Programs provided in **Attachment 2**.

1.1 Background. The vision of the Dep Cmdr for C4I/I is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. This will be accomplished through technical systems architecture definition, design and life cycle management of an integrated, interoperable, warfighting system. Included in this effort are on-going efforts for developing a comprehensive system view of the C4ISR architecture for the USMC, which includes developing and maintaining the MCIAP in FY07. Additionally, SE&I is leading the MCSC efforts to define the MCSC EIP and Federation of Systems (FedOS). The SE&I Division is responsible for the execution of the C4ISR integration strategies for MCSC programs. IA&JR is assisting with the development of joint Message and Software standards. The IA&JR Division also provides overarching technical support to MCSC Product Group Directors on Information Support Plan (ISP) interoperability and technical issues.

The Defense Information Systems Agency (DISA), in coordination with the National Security Agency (NSA) and other Department of Defense (DOD) activities, has developed a standard process to minimize the risks associated with non-standard security implementation across shared infrastructures and end systems. DOD Instruction (DODI) 5200.40, DOD Information Technology Security Certification and Accreditation Process (DITSCAP), integrates security directly into the system lifecycle and is applied uniformly across DOD. The SSAA is a living document that captures and maintains information related to the certification and accreditation (C&A) of a system in accordance with DITSCAP. SSAA's exist as an iterative process ensuring compliance with DITSCAP, DODI 5200.40, DOD 8500.1, (or successor document) and other relevant guidance. The SSAA captures the topology, configuration, risk assessment, vulnerability assessment, and other pertinent information necessary to provide the Designated Approval Authority (DAA) assurance that system security and operational risks have been mitigated. The SSAA is reviewed for completeness and provided to the Director, IA/JR

requesting either an Approval to Operate (ATO), or an Interim Approval to Operate (IATO). These documents are valid for a three (3) year period, or until application of system configuration changes. An ASP is a condensed SSAA, applying only to application software with an identical approval process.

2.0 General Requirements. The Contractor shall provide continuous support to the IA/JR Team consistent with the activities identified:

| Activity – Anticipated Percentage | Para | Metric |
|---|-----------|-----------|
| • SSAA / ASP Development, Review & Management | 30% 2.1.1 | |
| • ISP Development | 20% 2.1.2 | |
| • SME Representation & Training | 15% 2.1.3 | Ref: QASP |
| • Anti Tamper | 20% 2.1.4 | |
| • CM & ISP Review & Management | 10% 2.1.5 | |
| • Management & Administration | 5% 2.1.6 | |

The scope of work associated with each of these task activities may vary slightly by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable technical and analytical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall 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 SSAA / ASP Development, Review & Management. The IA/JR Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DOD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program SSAA's and ASP's predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the 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.

2.1.2 ISP Development. The responsibilities of the Information Support Plan (ISP) Development Team include support to the program managers in preparing and developing ISPs, which are required for all Marine Corps C4I programs, as well as reviewing other Service's ISPs that affect Marine Corps programs. The scope of this work includes providing architecture products (e.g. SVs, OV, TV) in support of each program's objectives and future concept requirements. This includes active participation in each program's meetings and maintaining the iterative development of the ISPs. These documents are reviewed and coordinated through Headquarters, Marine Corps (HQMC) and the Joint Chiefs of Staff (JCS) via an existing C4I SE&I organizational process. The Contractor is responsible for establishing a cohesive support organization capable of technical development and assessment of ISPs and related documents,

providing analysis and assessments of policy affecting Marine Corps programs, and rendering expert course of action (COA) guidance to C4I SE&I staff.

2.1.3 SME Representation & Training. The IA/JR Division is responsible for interfacing with Project Officers and other principals to identify and plan for IA requirements. This effort entails providing SME guidance in the development of requisite documents (e.g., SSAA's, ASP's, etc.) and conducting relevant training associated with IA areas of interest (e.g., NMCI, USMC / DON Policy, CCA compliance, etc.). The IA/JR Division is charged with coordinating relevant program requirements, ensuring readiness for appropriate milestone reviews, and representing the IA/JR interests on behalf of MCSC and other USMC activities before Joint forums and IT governing bodies (e.g., C4 CIO, MITNOC, NMCI, etc.). The Contractor is responsible for supporting these actions with SME personnel to execute a comprehensive IA program, develop and deliver appropriate IA related training and associated curricula, and represent Command and USMC interests in various professional forums.

2.1.4 Anti Tamper Development, Review & Management. The IA/JR Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DOD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program Anti Tamper investigation and documentation predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the 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. Key support activities includes supporting PM TRASYS and PG-16 anti-tamper documentation to comply with the Department of Defense (DOD) policy directing each military service to implement anti-tamper techniques, which include software and hardware protective devices.

2.1.5 CM & ISP Review & Management. The responsibilities of the Configuration Management and Information Support Plan (CM & ISP) Team include support to the program managers in preparing and developing ISPs, which are required for all Marine Corps C4I programs, as well as reviewing other Service's ISPs that affect Marine Corps programs. The scope of this work encompasses approximately two hundred ISPs during this performance period. ISPs are iterative documents and are updated with each program milestone or other major event. These documents are reviewed and coordinated through Headquarters, Marine Corps (HQMC) and the Joint Chiefs of Staff (JCS) via an existing C4I Integration organizational process. The Contractor is responsible for establishing a cohesive support organization capable of technical development and assessment of ISPs and related documents, providing analysis and assessments of policy affecting Marine Corps programs, and rendering expert course of action (COA) guidance to C4I integration and program office staff.

2.1.6 Management & Administration. The IA/JR Division is responsible for establishing a cohesive management framework that ensures the objectives of the support strategy are executed within program constraints. 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 for 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, ODCs and Travel Requirements. This task order will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-25 personnel), as well as a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. The Government expects that computers, cellular phones, and other elements of facilitization to be included in GSA rates. Further, if specific models, applications, computer time, etc. are to be included as ODC items, these items must be identified in the Contractor's proposal at the time of submission. Both local travel and other CONUS/OCONUS travel is anticipated in support of this effort. Travel will be reimbursed in accordance with the JTR.

ATTACHMENT 1**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the IA annual support 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 IA project office will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the 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; and
- 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:

SSAA / ASP Development, Review & Management. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the SSAA / ASP development process.

ISP Development. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the ISP development process.

SME Representation & Training The Contractor will be evaluated on the effectiveness of their engineering support to IA initiatives, as well as SME representations at IPTs.

Anti Tamper Development, Review & Management. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the Anti Tamper documentation development process.

CM&ISP Review & Management. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the CM & ISP review process.

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

Enclosure 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

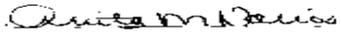
| Performance Objective | SOW | Performance Standard | Quality Level¹ | Method of Surveillance |
|--|------------|--|----------------------------------|-------------------------------|
| SSAA / ASP Development, Review & Management | 2.1.1 | Acceptable performance has been met when the SSAA / ASP engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| ISP Development | 2.1.2 | Acceptable performance has been met when the ISP engineering and development efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| SME Representation & Training | 2.1.3 | Acceptable performance has been met when the SME engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Demonstration |
| Anti Tamper Development, Review & Management | 2.1.4 | Acceptable performance has been met when the Anti Tamper engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| CM & ISP Review & Management | 2.1.5 | Acceptable performance has been met when the CM & ISP Team include support to the program managers in preparing and developing ISPs, which are required for all Marine Corps C4I programs, as well as reviewing other Service's ISPs that affect Marine Corps programs. | Excellent Acceptable Poor | Analysis Demonstration |
| Management & Administration | 2.1.6 | Acceptable performance has been met when the Contractors methodologies, schedules, and quality standards have been accepted by the Government. This is inclusive of quality provisions for each of the previous WBS elements, effective reporting, and methods for ensuring immediate resolution of anomalies. | 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.

Attachment 2*

| PG | Notional list of Systems |
|------------------------------|--|
| MC2I (PG-11) CINS (PG-12) | Comprehensive ISP review and support for PG-11 Programs Comprehensive ISP review and support for PG-12 Programs |
| CESS (PG-16) | Comprehensive IA and ISP document development: <ul style="list-style-type: none"> • Autonomic Logistics (AL): EMSS, EMSS BRIDGE, AL • Combat Camera (COMCAM): VIEES, CISAD-NIPR, CISAD-SIPR, TIPS • Public Affairs (PA): PA Video Editing System (PAVES); PA Combat Correspondent Field Editing System (PACCFES); PA Video Acquisition System (PAVAS); PA Still Acquisition System (PASAS); PA Night Vision System (PANVS); PA Man-portable Secondary Information Distribution System (PAMSIDS); PA News Link System (PANLS). |
| PM, TRASYS (NAVAIRSYSCOM) | <ul style="list-style-type: none"> • Aviation Training System Program (ATSP): UH-1N, UH-1Y, AH-1W, AH-1Z, CH-46, CH-53, VH-3/60/71, MV-22, AV-8B, KC-130R, KC-130J |

* Subject to change to meet operational priorities.

| | | | | | | | |
|--|------------------------------------|--|--|---|--|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545007RCR7AG1 | | PAGE 1 OF 12 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 15-Nov-2006 | | 4. ORDER NUMBER 0069 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$313,602.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE NGMS Proposal <input checked="" type="checkbox"/> OFFER DATED <u>09-Nov-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | | |
| | | |  | | 16-Nov-2006 | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor FFP Labor/Monthly Report - Coalition Warrior Interoperability Demonstration (CWID) Renewal Support Services shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 9 November 2006. FOB: Destination | | | | |

NET AMT

\$0.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AA | ACRN JR - M9545007RCR7AG1 FFP FOB: Destination MILSTRIP: M9545007RCR7AG1 PURCHASE REQUEST NUMBER: M9545007RCR7AG1 | 303,601 | Each | \$1.00 | \$303,601.00 |

NET AMT

\$303,601.00

ACRN JR
CIN: M9545007RCR7AG10001AA

\$303,601.00

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------------------------------------|
| 0002AA | ACRN JR - M9545007RCR7AG1 FFP FOB: Destination MILSTRIP: M9545007RCR7AG1 PURCHASE REQUEST NUMBER: M9545007RCR7AG1 | 10,001 | Each | \$1.00 | \$10,001.00 |
| | | | | | NET AMT |
| | | | | | \$10,001.00 |
| | | | | | ACRN JR CIN: M9545007RCR7AG10002AA |
| | | | | | \$10,001.00 |

ACCOUNTING AND APPROPRIATION DATA

JR: 1771319M7KC 250 67854 067443 2D C2277B
 COST CODE: 7RCR7AG10627
 AMOUNT: \$313,602.00
 CIN M9545007RCR7AG10001AA: \$303,601.00
 CIN M9545007RCR7AG10002AA: \$10,001.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order **0069** is issued as a FIXED PRICE order for Labor (CLIN 0001), Cost Reimbursable for ODCS and Travel/Per

Diem (CLIN 0002), (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable).

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

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|--------------|-------------|-------------|--------------|
| JR | 303601.00 | 10001.00 | 0.00 | \$313,602.00 |
| Total | \$303,601.00 | \$10,001.00 | \$0.00 | \$313,602.00 |

The total amount of funding available under this task order is \$313,602.00 and is fully funded.

- 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. Mike Halloran

mike.d.halloran@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-9016

Task Order Number: 0069

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 12/18/2006 | 25300.0 |
| 01/18/2007 | 25300.0 |
| 02/17/2007 | 25300.0 |
| 03/19/2007 | 25300.0 |
| 04/18/2007 | 25300.0 |
| 05/19/2007 | 25300.0 |
| 06/18/2007 | 25300.0 |
| 07/19/2007 | 25300.0 |
| 08/18/2007 | 25300.0 |
| 09/18/2007 | 25300.0 |
| 10/18/2007 | 25300.0 |
| 11/18/2007 | 25301.0 |
| Total | \$303,601.00 |

7. DELIVERY DESTINATION:

COMMANDER MARCORSSCOM ATTN: Mr. Mike Halloran
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 18 November 2006. This is the last award term remaining under the provisions of this task.

SECTION THREE

STATEMENT OF WORK FOR

COALITION WARRIOR INTEROPERABILITY DEMONSTRATION (CWID)

PROGRAM SUPPORT

Engineering & Scientific

1.0 Scope. The scope of this effort is to provide on-going technical support to the Marine Corps' participation in the Coalition Warrior Interoperability Demonstration (CWID) 06 demonstration, to include establishing and managing the USMC CWID Master Scenario Event List (MSEL). CWID support provides strategic planning for technology insertion into programs, and includes providing support to Headquarters Marine Corps' (HQMC) CWID representative, the Marine Corps Systems Command (MCSC) CWID manager, and to the CWID Scenario Working Group. This includes coordinating the allocation of Marine Corps resources during execution and providing on-site assistance in its support of CWID efforts.

1.1 Background. The Coalition Warrior Interoperability Demonstrations (CWID) is an annual Joint Staff-sponsored demonstration where governments and industry join forces to develop concepts and to assess new and emerging technologies that will shape the battlespace of the future. The demonstrations are designed to exercise evolving C4ISR technologies and Joint and Combined Forces interoperability solutions. The Defense Information System Agency's Advanced Information Technology Services Joint Program Office (AITS-JPO) serves as the permanent operational agency for CWID. Starting in 2003, Interoperability Trials (ITs) were emphasized by all participating Services. Participants in CWID concentrated their efforts on improving techniques using a multinational secure wide area network. CWID supports a Joint Staff plan to achieve information superiority through an overarching concept called the Global Information Grid (GIG). The GIG provides the network-centric environment required to achieve information superiority. It is a globally interconnected, end-to-end set of information capabilities, associated processes, and personnel to manage and provide information on demand to the warfighter, policy makers, and supporting personnel.

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

| Activity – Anticipated Percentage | | Para | Metric |
|---|-----|-------|-----------|
| • CWID Planning Support | 65% | 2.1.1 | Ref: QASP |
| • CWID IT Execution support | 30% | 2.1.2 | |
| • Technical Management & Administration | 5% | 2.1.3 | |

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to 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 CWID Planning Support. The CWID Project Officer is responsible for planning and coordinating the Marine Corps' participation in various CWID demonstrations throughout 2006/7. Inclusive in this scope of responsibility are requirements for updating the required Marine Corps CWID required documentation that will be posted on the CWID web site, providing SME participation to working groups and planning forums, coordinating Marine Corps participant actions, and documentation of after action findings. The Contractor is responsible for supporting these objectives through coordinating actions and direct involvement to support effective execution of the Marine Corps' participation in CWID, achievement of interoperability training objectives, and lessons-learned documentation, performing requirements analysis, evaluating tactics, techniques, and procedures at the various ITs. Additionally, CWID will also require support at various CWID conferences sponsored by the Service, ad hoc scenario working group meetings, and the Master Scenario Event List (MSEL) Refinement and Deconfliction Conference at the Coalition Joint Management Office, Hampton, VA. Ancillary actions include ensuring the Coalition Force Land Component Commander (CFLCC) (Marine Corps lead), the Marine Expeditionary Brigade (MEB), and the Marine Corps First Responder Cell will have the proper MSEL events to trigger the ITs, which allows the warfighter to properly evaluate all ITs. Within this framework are requirements to develop MSEL notebooks to assist the Marine staff with their evaluations of the various ITs and conduct scenario training for the Marines prior to CWID set-up/rehearsal.

2.1.2 CWID IT Execution Support. PM CWID is responsible for meeting the CWID IT objectives and program goals. Principal to this activity is training of the Marine Corps CWID Warfighters, data collection/analysis, and assessments of capabilities established through formal IT. The Contractor is responsible for IT execution support by providing expert training assistance, interoperability problem resolution, and collecting/analyzing matrixes on the various IT's from warfighters evaluations. Additional requirements include coordinating the allocation of Marine Corps resources during execution and assisting in systems control and technical control at the Marine Corps' primary CWID site. This requires on-site application of technical knowledge of USMC concept of IT employment, interoperability expertise with C4ISR / C2 platforms, and expert technical representation throughout the IPT process. Ancillary actions include preparing program documentation related to technical, logistics and acquisition requirements, interfacing with operational and logistics support units, and recommending to the Project Officer pertinent to mission effectiveness and schedule adherence to establish programmatic baselines.

2.1.3 Technical Management & Administration. PM CWID is responsible for establishing a cohesive technical management framework that ensures task order activities produce the desired objectives. 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 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. This 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 throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

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

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

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

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

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

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

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

- Random or Stratified Sampling: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.
- Periodic Inspection, Judgmental Inspection or Planned Sampling: This method, sometimes called "planned sampling, " consists of the evaluation of tasks selected on other than a 100% or random basis.

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

CWID Planning Support. The Contractor will be evaluated on the product quality of their CWID planning support and requirements assessments. This also includes assessment methodology, documentation, and successful close out of operational related issues.

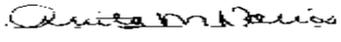
CWID IT Execution Support. The Contractor will be evaluated on product quality of their IT execution strategy and problem resolution. This includes both draft and final products, quality of analytical findings, and presentations.

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

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

| Performance Objective | SOW | Performance Standard | Quality Level¹ | Method of Surveillance |
|---------------------------------------|------------|--|----------------------------------|---|
| CWID Planning Support. | 2.1.1 | Acceptable performance has been met when the CWID planning support and requirements analysis has been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| CWID IT Execution Support | 2.1.2 | Acceptable performance has been met when the CWID IT execution support of the selected systems has been 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 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 M9545007RCR7AE9 | | PAGE 1 OF 16 | | | | |
|--|------------------------------------|--|--|--|--|--|------------------|--|--|-----------------------------------|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 14-Nov-2006 | | 4. ORDER NUMBER 0068 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | a. NAME | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | | 12. DISCOUNT TERMS Net 30 Days |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | | 16. ADMINISTERED BY MARINE CORPS SYSTEMS COMMAND, CTQ 2200 LESTER STREET QUANTICO VA 22134 | | | CODE M67854 | | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | | CODE M67443 | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | |
| SEE SCHEDULE | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,452,389.00 | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <u>Northrop Grumman</u> OFFER DATED <u>08-Nov-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | | | |
| | | | |  | | | 09-Nov-2006 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|-----------|------|------------|----------------|
| 0001 | Labor FFP Monthly Labor Report for Common Aviation and Control System (CAC2S) program renewal shall be performed in accordance with the attached Statement of Work and the Contractor's Proposal dated 08 November 2006 FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JQ - M9545007RCR7AE9 FFP FOB: Destination MILSTRIP: M9545007RCR7AE9 PURCHASE REQUEST NUMBER: M9545007RCR7AE9 | 1,149,587 | Each | \$1.00 | \$1,149,587.00 |
| | | | | NET AMT | \$1,149,587.00 |
| | ACRN JQ CIN: M9545007RCR7AE90001AA | | | | \$1,149,587.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------|------------|----------------|
| 0001AB | | 1,902,802 | Each | \$1.00 | \$1,902,802.00 |

Labor - Incrementally Funded
FFP

See Limitation of Government Obligation Clause, Section Two
FOB: Destination

NET AMT

\$1,902,802.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002 | | | | | |

Travel/ODC
FFP
FOB: Destination

NET AMT

\$0.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------------|
| 0002AA | | 400,000 | Each | \$1.00 | \$400,000.00 |

ACRN JQ - M9545007RCR7AE9
FFP
FOB: Destination
MILSTRIP: M9545007RCR7AE9
PURCHASE REQUEST NUMBER: M9545007RCR7AE9

NET AMT

\$400,000.00

ACRN JQ
CIN: M9545007RCR7AE90002AA

\$400,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0001AA | N/A | N/A | N/A | Government |
| 0001AB | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0002AA | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 14-NOV-2006 TO 13-NOV-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

JQ: 1771319M7KC 260 67854 067443 2D C2273D
 COST CODE: 45007RCR7AE9
 AMOUNT: \$1,549,587.00
 CIN M9545007RCR7AE90001AA: \$1,149,587.00
 CIN M9545007RCR7AE90002AA: \$400,000.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES. **Task Order 0068 is issued as a FIXED PRICE order for Labor (CLIN 0001) and Cost Reimbursable for ODCS and Travel/Per Diem (CLIN 0002).** (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price

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

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

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|----------------|--------------|-------------|----------------|
| JQ | 1149587 | 400000 | 0 | \$1,549,587.00 |
| Total | \$1,149,587.00 | \$400,000.00 | \$0.00 | \$1,549,587.00 |

The total amount of funding available for payment under this task order is: **\$1,549,587.00.**

- 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:

Maj Mark Lamczyk, 703-432-4116
mark.lamczyk@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.

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this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

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Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9016

Task Order: 0068

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 12/14/2006 | 254366.0 |
| 01/14/2007 | 254366.0 |
| 02/13/2007 | 254366.0 |
| 03/15/2007 | 254366.0 |
| 04/14/2007 | 254366.0 |
| 05/15/2007 | 254366.0 |
| 06/14/2007 | 254366.0 |
| 07/15/2007 | 254366.0 |
| 08/14/2007 | 254366.0 |
| 09/14/2007 | 254366.0 |
| 10/14/2007 | 254366.0 |
| 11/14/2007 | 254363.0 |
| Total | \$3,052,389.00 |

DELIVERY DESTINATION:

COMMANDING GENERAL

MARCORSYSCOM ATTN: Maj Mark Lamczyk

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 **14 November 2006**. This is the second award term period of performance under the provisions of this task.
11. **DFAR 252.232-7007 LIMITATION OF GOVERNMENT’S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)**
 - (a) Contract line item **0001** is incrementally funded. The sum of **\$1,149,587.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.
 - (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
 - (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”
 - (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b)

through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

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

| | |
|--------------------------|-----------------|
| On execution of contract | \$ 1,149,587.00 |
| NTE 02/14/2007 | \$ 376,607.50 |
| NTE 05/14/2007 | \$ 763,097.25 |
| NTE 08/14/2007 | \$ 763,097.25 |

SECTION THREE

STATEMENT OF WORK FOR ANNUAL SUPPORT FOR THE COMMON AVIATION COMMAND & CONTROL SYSTEM PROGRAM

ENGINEERING & SCIENTIFIC

1.0 Scope. The scope of this effort is to provide on-going technical, managerial, acquisition, and logistics support for C4ISR initiatives related to the Common Aviation Command and Control System (CAC2S) program during the post-Milestone B (MS B), System Development and Demonstration (SDD) phase and the following Low Rate Initial Production (LRIP) phase. Key events during this timeframe include refurbishment of Engineering Development Models (EDMs) used during developmental testing (DT) and operational assessment (OA) activities, implementation of Engineering Change Proposals (ECPs) resulting from SDD activity, developmental test planning and coordination with the Original Equipment Manufacturer (OEM), preparation for operational testing (OT) in CY07, providing engineering product assessments and supportability assessments, and updating technical documentation in preparation for a 3Q/07 MS C. Other areas of focus include technical management associated with an ACAT II program; requirements verification and tracking; interoperability assessments, maintainability assessments, integration with the Marine Corps Transformation Task Force (TTF) initiative; and IPT participation across multiple areas of evolving interest. Provisions for quality assurance associated with this effort are provided at Attachment 1.

1.1 Background. CAC2S is an ACAT II program initially authorized by an MCSC Acquisition Decision Memorandum (ADM) dated 28 Oct 98 (at the time it was an ACAT III program). After a Milestone B in 1Q/03, the SDD phase was initiated. FY 07 is the fifth year of SDD and first year of LRIP for the CAC2S program with greater emphasis placed on engineering resolution efforts such as correction of known problems and follow-on Engineering Change Proposal (ECP) incorporation to prepare for FY07 to prepare for FY07 OEM follow-on DT, delivery of refurbished EDMs, and CY07 OT. Upon the conclusion of the SDD phase and a favorable milestone C decision, LRIP is planned to commence, with plans for IOC in late-FY08. The CAC2S will provide a capability that allows operators to integrate Marine aviation into joint and combined air/ground operations in support of Operational Maneuver From The Sea (OMFTS), Ship to Objective Maneuver (STOM), Sustained Operations Ashore (SOA), and Other Expeditionary Operations (OEO). CAC2S will provide tools that perform aviation C2 planning and execution functions in a positive control environment, as well as a common suite of tactical facilities, equipment, and interfaces for a system that will replace the legacy command and control (C2) equipment currently associated with virtually all of the Marine Air Command and Control System (MACCS) units. CAC2S will provide the means to scale capability up or down by arranging individual communications, processing and display, sensor interface subsystems of the CAC2S to meet mission requirements. Under this task effort, the CAC2S program will focus on key initiatives defined under the SDD phase, including: SDD completion; DoD Information Technology Security Certification Accreditation Process (DITSCAP); System Integration Test Lab (SITL) upgrade and testing; EDM integration and testing; ECP incorporation such as Global Command and Control System (GCCS); follow-on DT, preparation for OT in CY07, and commencement of LRIP.

2.0 General Requirements. The Contractor shall provide continuous support for PM Marine Air Ground Task Force Command and Control Systems (MC2S) and CAC2S initiatives as

generally aligned with the percentage effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|--|-----------|-----------|
| SDD Technical Support / Test Planning / Security & Certification | 55% 2.1.1 | |
| Business Risk Management / Logistics Assessments | 35% 2.1.2 | Ref: QASP |
| Technical Management & Administration | 10% 2.1.3 | |

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

2.1 Specific Requirements.

2.1.1 SDD Technical Support / Test Planning and Conduct / Security and Certification. PM Marine Air Ground Task Force Command and Control Systems (MC2S) is responsible for all technical and support activities necessary to define, develop, and deploy an operationally superior aviation C2 system coincident with the program baseline and schedule. In the effort to close the SDD phase and move into LRIP, technical focus will continue to focus on interoperability of legacy C2 systems with the planned CAC2S architecture and assessing interoperability initiatives (e.g., Joint Range Extension Application Protocol (JREAP), emerging Data Link technologies, TBMCS, Cooperative Engagement Capability (CEC), sensor interface refinement efforts) and their potential impact on CAC2S mission effectiveness. These phases of the acquisition cycle will continue to involve extensive test planning and conduct (both follow-on DT and OT), coordination with the OEM to ensure test readiness, evaluation of test results, to ensure the quality of the refurbished EDMs, and compliance with requirements resulting from TTF initiatives. The Contractor will provide engineering analytical support covering systems engineering, software and hardware development, safety, testing, supportability, and security to achieve program goals consistent with schedule and baseline performance agreements. To address these requirements the Contractor will continue to provide engineering focus will include the coordination of DITSCAP certification and migration to DIACAP (inclusive of the associated documentation), participation in multiple technical working groups to represent program interests (including ACCB, MC2I CCB, TIWGs), technical and logistics focused evaluations of Statements of Work (SOW), ECPs, Technical Instructions (TIs), OEM proposals, Contract Data Requirements List (CDRL) items, TTF initiatives, safety, test support, and generating technical position papers and inputs to acquisition documentation (e.g., SAMP, TEMP, etc.). Further, the contractor will perform analysis of technical areas identified through testing, design reviews, product reviews, and OEM proposal reviews, as well as representation at program reviews and technical reviews. Ancillary requirements include subject matter expertise (SME) to support requirements analysis of CAC2S interoperability initiatives, conducting product engineering

assessments, and technology planning to ensure seamless integration with external agencies / systems. Outputs of this support will include preparation of updates to program documentation related to engineering-centric acquisition requirements; test and security documentation (i.e., System Security Authorization Agreement (SSAA), follow-on DT test procedures, and Test and Evaluation Master Plan (TEMP)); and active participation in test events as delineated by the program schedules.

2.1.2 Business Risk Management / Logistics Assessments. PM MC2S is responsible for deploying a suite of equipment and applications that inherently perform aviation C2 planning and execution functions. As the SDD phase winds down, the PM will focus on risk reduction, business analysis, and technical risk assessments associated with the transition from development to production and ECP incorporation. Definitive inputs to course of action (COA) selection supporting PM positions on various initiatives will be required. The Contractor is responsible for supporting the CAC2S Program Office's business and risk oversight program to ensure early identification and rigorous scrutiny of risk areas, and mitigation strategies to support migration to production. Logistics focus will include development of tailored logistics support techniques and procedures, measures of effectiveness, supportability assessments (SA), Reliability, Maintainability, Availability (RMA) demonstrations, preparation and support of the Independent Logistics Assessment (ILA), continued development of manpower and training analysis (MTA), supportability strategies, development and management of the Logistics Requirements Funding Summary (LRFS), and coordination with supporting organizations (e.g., MCCDC, MCCES, MCTEC, and OPFORs). In preparation for a successful Independent Logistics Assessment and in compliance with new defense regulations the following multi-faceted tasks with numerous sub-tasks should be included in the Logistics Support effort. The tasks include the support of the Fielding Team, Performance Based Logistics (PBL) Management, Warranty Tracking, Diminishing Manufacturing Sources & Material Shortages (DMSMS) Management, SOMM/Training Support, CDRL Review/Comments, Support for Logistics Demonstration (Part of OT) and Logistics support to LRIP. Additional requirements include participation in IPT meetings and working groups as required, interface with operational and logistics support units, and formulating, conducting and delivering logistics assessments and provide recommendations to the PM for successful completion of Milestone C and LRIP decisions, DT-C-1, and OT-C-1. Additionally, the logistics focus will include providing supportability recommendations that reduce total ownership costs and improve Operational Availability (Ao) by utilizing performance based logistics initiatives/techniques. The contractor is responsible for the development, staffing, and final production of required logistics documents to support a successful ILA and an ACAT II MS C. .

2.1.3 Technical Management and Administration. PM MC2S is responsible for establishing a cohesive technical management framework based upon their ACAT II status. This includes ensuring appropriate oversight and management of program documentation and preparation for formal reviews; oversight of prime vendor (OEM) performance (e.g., progress, investment, cost and schedule), and coordinating actions among IPTs (Marine, Naval, and Joint) and other participating activities. Key facets of performance: ensuring compliance with technical requirements, configuration management, OEM Government Furnished Property (GFP) coordination, assistance in identifying and coordinating interface development and integration, resolution of technical and support issues identified during testing as well as updates, creation of, and multi-level staffing of program documentation in preparation for MS C. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage.

Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., data files, libraries, and CDRL tracking), and support the production of associated deliverables (e.g., memoranda, reports, supporting documentation) and delineated in WBS activities. Key facets of management performance include developing formal processes for reporting performance, ensuring progress of task actions, interfacing with Government customers, and program execution 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 tri-annually, and modified only through bilateral agreement.

3.0 Facilities, Travel and ODCs. This 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 throughout the period of performance. Due to the critical nature of the program, the ability to provide dedicated workspaces for IPTs, to host collaborative forums, and to accommodate segregated document storage is highly desirable. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the CAC2S 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. PM MC2S will identify an individual to act as the Technical Representative for this task, and 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:

SDD Technical Support / Test Planning / Security and Certification. The Contractor will be evaluated on the quality of their support to the SDD phase and the following Low Rate Initial Production (LRIP) phase of the CAC2S acquisition effort, inclusive of quality of products and services, contribution to schedule compliance, and overall successful transition of program milestones.

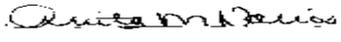
Business Risk Management / Logistics Assessments. The Contractor will be evaluated on the quality of their support to the SDD phase and the following Low Rate Initial Production (LRIP) phase of the CAC2S acquisition effort, inclusive of quality of products and services, contribution to schedule compliance, and overall successful transition of program milestones.

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

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

| Performance Objective | SOW | Performance Standard | Quality Level¹ | Method of Surveillance |
|--|------------|--|----------------------------------|---|
| SDD Technical Support / Test Planning and Conduct / Security & Certification | 2.1.1 | Acceptable performance has been met when the quality of Contractor products and services have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Business Risk Management / Logistics Assessments | 2.1.2 | Acceptable performance has been met when the quality of Contractor products and services have 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 |

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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M9545007RCR7AK7 | | PAGE 1 OF 14 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 08-Nov-2006 | | 4. ORDER NUMBER 0067 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,423,281.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>03-Nov-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 08-Nov-2006 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|-----------|------|------------|----------------|
| 0001 | Labor/Montly Report FFP Labor/Monthly Report - MC2I Air Defense Weapons Systems Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 3 November 2006 FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JN - M9545007RCR7AK7 FFP FOB: Destination MILSTRIP: M9545007RCR7AK7 PURCHASE REQUEST NUMBER: M9545007RCR7AK7 | 1,342,585 | Each | \$1.00 | \$1,342,585.00 |
| | | | | NET AMT | \$1,342,585.00 |
| | ACRN JN CIN: M9545007RCR7AK70001AA | | | | \$1,342,585.00 |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|----------|------|------------|-------------|
| 0002AA | ACRN JN - M9545007RCR7AK7 FFP FOB: Destination MILSTRIP: M9545007RCR7AK7 PURCHASE REQUEST NUMBER: M9545007RCR7AK7 | 80,696 | Each | \$1.00 | \$80,696.00 |
| NET AMT | | | | | \$80,696.00 |
| ACRN JN | | | | | \$80,696.00 |
| CIN: M9545007RCR7AK70002AA | | | | | |

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 09-NOV-2006 TO 08-NOV-2007 | 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

JN: 1771319M7KC 260 67854 067443 2D C2278D
 COST CODE: 7RCR7AK711UY
 AMOUNT: \$1,423,281.00
 CIN M9545007RCR7AK70001AA: \$1,342,585.00
 CIN M9545007RCR7AK70002AA: \$80,696.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0067 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 |
|---------|----------------|-------------|-------------|----------------|
| JN | 1342585.00 | 80696.00 | 0 | \$1,423,281.00 |
| Total | \$1,342,585.00 | \$80,696.00 | \$0.00 | \$1,423,281.00 |

The total amount of funding available for payment under this task order is: **\$1,423,281.00.**

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:

Major Brock McDaniel (432-4044)

donald.b.mcdaniel@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-9016

Task Order Number: 0067

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 12/09/2006 | 111882.0 |
| 01/09/2007 | 111882.0 |
| 02/08/2007 | 111882.0 |
| 03/10/2007 | 111882.0 |
| 04/09/2007 | 111882.0 |
| 05/10/2007 | 111882.0 |
| 06/09/2007 | 111882.0 |
| 07/10/2007 | 111882.0 |
| 08/09/2007 | 111882.0 |
| 09/09/2007 | 111882.0 |
| 10/09/2007 | 111882.0 |
| 11/09/2007 | 111883.0 |
| Total | \$1,342,585.00 |

7. DELIVERY DESTINATION:

Commander MARCORSYSCOM

PG / MC2I ATTN: **Maj Brock McDaniel**

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 **9 November 2006**, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

SECTION THREE

STATEMENT OF WORK FOR MC2I PM AIR DEFENSE WEAPONS

Engineering & Scientific Support

1.0 Scope. The scope of this effort is to provide on-going technical, managerial, and logistics support for the MAGTF C2 Weapons and Sensors Development and Integration (MC2I) PM Air Defense Weapons (PM ADWS) effort and its attendant elements (e.g., Advanced Man Portable Air Defense System's (A-MANPADS) Remote Terminal Unit (RTU) Replacement and Stinger Night Sight (SNS) Replacement). The focus of this task is engineering and scientific support for the development, testing, production, and fielding of the A-MANPADS RTU and Stinger Night Sight (SNS) Replacement. Additional requirements include providing engineering and technical support for the completion, dispositioning, and potential operation of the Complementary Low Altitude Weapons System (CLAWS) in support of the Future Remote Engagement Air Defense Demonstrator (FREADD). Required actions encompassed by this task include, but are not limited to, technical support for RTU DT (e.g., engineering analysis, exercise support, combat effectiveness); technical and business analysis to define FREADD program strategies; IPT and Working Group participation; and logistics analysis supporting investment decisions.

1.1 Background. The MC2I PM ADWS is responsible for ground based air defense weapons technologies employed against low-altitude threats and, notionally, more sophisticated low-to-mid altitude threats (e.g., cruise missiles, unmanned air vehicles, rotary and fixed wing aircraft). During FY07, the ADWS program office will focus on developing the replacements for the RTU and SNS with new and enhanced capabilities to support the warfighters' ability to counter low altitude threats and maintain interoperability with other USMC C2 assets. This goal is predicated upon successful demonstration of capabilities under exercise conditions. Concurrently, the program office will complete the disposition of CLAWS, support the FREADD development, and continue to manage USMC Stinger assets.

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

| Activity – Anticipated Percentage | Para | Metric |
|---|-----------|--------------------|
| • Technical Assistance and System Development Support | 60% 2.1.1 | Reference: QASP |
| • Business Analysis / Asset Management | 15% 2.1.2 | |
| • Acquisition and Logistics support | 20% 2.1.3 | |
| • Management & 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 engineering, 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 Technical Assistance and System Development Support. PM ADWS is responsible for executing the RTU and SNS testing, resolving subsequent performance and design issues, and ensuring overall readiness for the systems' development. Within the framework responsibility for product quality, interoperability, system/subsystem effectiveness, test management and execution in support of Prime Vendor activities, and logistics must be considered as complementary elements. Additionally, PM ADWS is responsible for coordination of interoperability, safety (software, EMI, WSERB coordination), and concept of employment issues directly affecting the combat effectiveness of the systems. The Contractor is responsible for supporting these activities with expert engineering knowledge of command and control of weapons systems, USMC concept of employment (i.e. CAC2S and G/ATOR), comprehensive test planning (e.g. measures of effectiveness, test metrics, system safety), and expert technical leadership through the IPT process. Ancillary actions include preparation of program documentation related to technical, logistics and acquisition requirements [e.g.; Information Support Plan (ISP), System Security Authorization Agreement (SSAA), Program Protection Plan (PPP)] and interface with operational and logistics support units, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

2.1.1.1 *Systems Engineering Support.* The Contractor is also responsible for providing technical support in system configuration management activities (CMPs), design reviews and engineering reviews of ECPs. Inclusive systems engineering support includes specification development, while also addressing obsolescence, and reliability issues for the RTU replacement, A-MANPADS and SNS.

2.1.2 Business Analysis / Asset Management. PM ADWS is responsible for managing and supporting the current pool of air defense assets, prioritizing readiness and technical issues, and implementing effective investment plans (e.g., modifications, ECPs) of RTU replacement and A-MANPADS platforms, investment analysis, cooperative planning of procurement strategies, and interface with operational units. The Contractor is responsible for supporting an effective program of asset management, developing sound business strategies based upon technical considerations, and ensuring that alternatives reflect the interest of the operating forces as well as programmatic (e.g. cost, schedule, technical) constraints.

2.1.3 Acquisition and Logistics Support. PM ADWS is responsible for ensuring obsolescence issues are considered based upon a pragmatic framework of technical priorities and cost effective investment. The Contractor is responsible for providing expert logistics and technical analysis to establish a viable sustainment program for ADWS assets and ensuring effectiveness of the integrated support program. The contractor shall coordinate and develop training, logistics, and acquisition (MCSAMP) support. This includes developing Manpower and Training Plans, provisioning and supply support plans, and developing Fielding Plans for all newly introduced equipment.

2.1.4 Management & Administration. PM ADWS is responsible for establishing a cohesive technical management framework that ensures technical and business requirements are executed within program constraints. This includes management of business and technical attributes of program initiatives, oversight or prime vendor performance (e.g., progress,

investment) and coordinating actions among IPTs and other participating activities. The Contractor is responsible for supporting the overall effectiveness of the technical management program, monitoring test activities to ensure that scheduled milestones are accomplished, and supporting a sound program of logistics and sustainment for all air defense assets. Ancillary requirements include participation in System Engineering & Test IPTs, and support actions (e.g., memoranda, reports, supporting documentation) required to ensure the effectiveness of the program management framework and readiness for milestones.

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 support 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. The Contractor is responsible for establishing a sound contingency support operations capability that allows for rapid assessment of OPFOR requirements, coordination with Government principals to identify resources and impacts, and ensuring that selected technical staff is fully capable of supporting operations under stated conditions. Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the PM ADWS 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. PM ADWS will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOss Contracting Officer. The Technical Representative will:

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

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

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

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

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

- Random or Stratified Sampling: With random sampling, services are sampled to determine if the level of performance is acceptable. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Stratified sampling focuses on selected parts of total contractor output for sampling. Computer programs may be available to assist in establishing sampling procedures.
- Periodic Inspection, Judgmental Inspection or Planned Sampling: This method, sometimes called "planned sampling, " consists of the evaluation of tasks selected on other than a 100% or random basis.

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

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

Business Analysis / Asset Management. The Contractor will be evaluated on product quality of their business analysis, and COA selected. This includes draft and final products, quality of analytical findings, and presentations.

Acquisition and Logistics Support. The Contractor will be evaluated on quality of their support acquisition and logistics support strategy, outputs from their analysis, and completion of acquisition products.

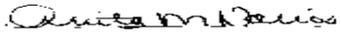
Technical Management, Acquisition & Administration. The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and

schedules. This includes the use of corporate quality practices, resolutions of invoice anomalies, WBS compliance, and effectiveness of their overall contract management team.

Enclosure 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level ¹ | Method of Surveillance |
|---|------------|---|-----------------------------------|---|
| Technical Assistance and System Development Support | 2.1.1 | Acceptable performance has been met when the system engineering and technical analysis process have been accepted by the government as effectively supporting program goals and milestones. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| System Test Planning and Support | 2.1.2 | Acceptable performance has been met when the system test planning and support strategy has been and accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Acquisition and Logistics Support | 2.1.3 | Acceptable performance has been met when the acquisition and logistics documentation has been accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Management, Acquisition & Administration | 2.1.4 | Acceptable performance has been met when the Contractors quality standards consistently produce 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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER M6785407RCBC086 | | PAGE 1 OF 11 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 01-Nov-2006 | | 4. ORDER NUMBER 0066 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$317,804.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>30-Oct-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | |
| | | |  | | | 01-Nov-2006 | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001 | Labor/Monthly Reports FFP MCSELMS Support Services shall be performed in accordance with the attached Statement of Work and the Contractor's proposal dated 30 October 2006. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JM - M6785407RCBC086 FFP FOB: Destination MILSTRIP: M6785407RCBC086 PURCHASE REQUEST NUMBER: M6785407RCBC086 | 314,304 | Each | \$1.00 | \$314,304.00 |
| | | | | NET AMT | \$314,304.00 |
| | ACRN JM CIN: M6785407RCBC0860001AA | | | | \$314,304.00 |

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

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|------------|
| 0002AA | ACRN JM - M6785407RCBC086 FFP FOB: Destination MILSTRIP: M6785407RCBC086 PURCHASE REQUEST NUMBER: M6785407RCBC086 | 3,500 | Each | \$1.00 | \$3,500.00 |

| | |
|---------|------------|
| NET AMT | \$3,500.00 |
|---------|------------|

| | |
|----------------------------|------------|
| ACRN JM | \$3,500.00 |
| CIN: M6785407RCBC0860002AA | |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 01-NOV-2006 TO 31-OCT-2007 | N/A | N/A FOB: Destination | |
| 0001AA | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

JM: 177110627A0 260 67854 067443 2D M67854
 COST CODE: 10BC7RCBC086
 AMOUNT: \$317,804.00
 CIN M6785407RCBC0860001AA: \$314,304.00
 CIN M6785407RCBC0860002AA: \$3,500.00

TERMS AND CONDITIONS

SECTION TWO

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FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|--------------|------------|-------------|--------------|
| JM | 314304.00 | 3500.00 | 0.00 | \$317,804.00 |
| Total | \$314,304.00 | \$3,500.00 | \$0.00 | \$317,804.00 |

The total amount of funding available for funding on this task order is \$317,804.00.

3. **PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
4. **INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
5. **PROJECT OFFICER:** The Project Officer under this order is:
Ms Teresa Hardisty (703) 432-0272
<mailto:Teresa.Hardisty@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.

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Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract: M67854-02-A-9016

Task Order: 0066

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|--------------|
| 12/02/2006 | 26192.0 |
| 01/02/2007 | 26192.0 |
| 02/01/2007 | 26192.0 |
| 03/03/2007 | 26192.0 |
| 04/02/2007 | 26192.0 |
| 05/03/2007 | 26192.0 |
| 06/02/2007 | 26192.0 |
| 07/03/2007 | 26192.0 |
| 08/02/2007 | 26192.0 |
| 09/02/2007 | 26192.0 |
| 10/02/2007 | 26192.0 |
| 11/02/2007 | 26192.0 |
| Total | \$314,304.00 |

7. DELIVERY DESTINATION:

COMMANDING GENERAL
 MARCORSYSCOM ATTN: Teresa Hardisty
 ISI
 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 twelve (12) months beginning 1 November 2006, with the possibility for one (1) additional award term, contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

SECTION THREE
STATEMENT OF WORK FOR
MARINE CORPS SOFTWARE ENTERPRISE LICENSE MANAGEMENT ANNUAL SUPPORT
ENGINEERING & SCIENTIFIC SUPPORT

1.0 Scope. The scope of this effort is to provide additional technical, analytical, and administrative support for the Information Systems and Infrastructure (PG ISI), PM, Enterprise Information Technology Services (EITS) Program Manager inclusive of engineering, analytical and technical services associated with the Marine Corps Software Enterprise License Management System (MCSELMS). Included in the scope of this effort are the Oracle, Microsoft, and Cognos applications, as well as the attendant software activities supporting the Marine Corps' Non-NMCI enterprise deployment and migration. Key elements of performance include Information Technology (IT) analysis and management services to augment EITS resources, acting as an integral member of the various project teams, and actively participating in the development of project plans and enterprise solutions. Additional administrative support requirements include reproduce CD/DVDs to support Oracle, Cognos, Microsoft and Redhat Enterprise contracts, shipping and tracking CDs by contract number and maintaining an comprehensive CD inventory, and vendor contracts database Ancillary functions include financial operation support and software license management

1.1 Background. The concept of enterprise licensing is based on commercial best practices, and focuses on reducing the total ownership costs and ease of use and management. Marine Corps Software Enterprise License Management System (MCSELMS) consolidates numerous Oracle, Microsoft, and Cognos contracts under one Enterprise contract for tactical and non-tactical systems for the entire Marine Corps. Since its initial conception in November 2001, the Marine Corps has realized \$50M cost avoidance utilizing enterprise based licensing. All the assets managed under MCSELMS are non-NMCI seats.

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

| Activity –Anticipated Percentage | Para | Metric |
|----------------------------------|-----------|-----------|
| • Technical and Program Support | 75% 2.1.1 | Ref: QASP |
| • Management & Administration | 25% 2.1.2 | |

The scope of work associated with each of these task activities may vary slightly by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable technical and analytical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall appoint a technical manager to act as 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. Standards of performance are delineated at **Attachment 1** of this document in the Quality Assurance Surveillance Plan (QASP).

2.1 Specific Requirements.

2.1.1 Technical and Program Support. PM EITS is responsible for providing effective life cycle management for the MCSELMS, enabling Functional Area Managers (FAMs) to support the

Marine Warfighter's mission. Critical support requirements include developing and implementing formal procedures for analyzing Marine Corps applications; ensuring compliance with the enterprise license agreements, guidelines, resolving anomalies and discrepancies (e.g., security compliance, patches, updates). Within this framework are specific requirements to provide technical support to the Oracle, Cognos, Microsoft and Redhat Enterprise licensing requirements and to interface with Non-NMCI applications, based upon operational requirements and technical deficiencies. The Contractor is responsible for managing the MCSELMS software licenses (renewals, pricing, inventory management) as well as working with the PM to develop and improve the process management strategy (e.g. buy of lease strategy), with the objective of reducing the overall software support cost through consolidation and standardization of software licensing requirements.

2.1.2 Management & Administration. PM EITS is responsible for establishing a cohesive management framework that ensures technical and business requirements are executed within program constraints. This includes 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. A key element of Program Office administrative support effort is the management of PM EITS Microsoft, Oracle, and Cognos Software Enterprise licenses and physical distribution of products. This includes all aspects of user request tracking, database management, web updates, and other actions necessary to ensure the effectiveness of the overall program. 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 prosecuting sound management of Oracle licenses. Ancillary requirements include generating necessary memoranda, reports, and other program documentation required to ensure the effectiveness of the programs within PM EITS.

3.0 Facilities Requirements. 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. Access to Government buildings will be granted for support staff and network accounts established. 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 (CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

ATTACHMENT 1
QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the MCSELMS support 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. PM EITS 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 Performance Requirements Survey (PRS), in table 1 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 deliverables and training materials.
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

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

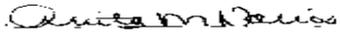
Technical and Program Support. The Contractor will be evaluated on the effectiveness of their technical assistance methodology used to support the MCSELMS program and assisting the PM with providing suitable Courses of Actions to meet program objectives.

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

Table 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level¹ | Method of Surveillance |
|-------------------------------|------------|--|----------------------------------|---|
| Technical and Program Support | 2.1.1 | Acceptable performance has been met when the assessment framework and analysis methods have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Inspection Demonstration |
| Management & Administration | 2.1.2 | Acceptable performance has been met when the Government has accepted the Contractors methodologies, schedules, and quality standards. | 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 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER M9545007RCR7AN3 | | PAGE 1 OF 17 | | | | | |
|--|------------------------------------|--|--|--|--|--|--|------------------------------|-----------------------------------|------|--|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 01-Nov-2006 | | 4. ORDER NUMBER 0065 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | a. NAME | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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 | | 12. DISCOUNT TERMS Net 30 Days | | |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | 16. ADMINISTERED BY SEE ITEM 9 | | | | | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | | CODE M67443 | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | | | |
| SEE SCHEDULE | | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,516,470.00 | | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>27-Oct-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | | | | |
| | | | |  | | | 01-Nov-2006 | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor/Monthly Report FFP Labor/Monthly Report - Command, Control, Communications, Computer, and Intelligence (C4I/I) Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 27 October 2006 FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AA | ACRN JL - M9545007RCR7AN3 FFP FOB: Destination MILSTRIP: M9545007RCR7AN3 PURCHASE REQUEST NUMBER: M9545007RCR7AN3 | 635,000 | Each | \$1.00 | \$635,000.00 |
| | | | | NET AMT | \$635,000.00 |
| | ACRN JL CIN: M9545007RCR7AN30001 | | | | \$635,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------|------------|----------------|
| 0001AB | | 1,866,470 | Each | \$1.00 | \$1,866,470.00 |

Labor- Incrementally Funded
FFP

See Limitation of Government Obligation Clause, Section Two
FOB: Destination

| | |
|---------|----------------|
| NET AMT | \$1,866,470.00 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002 | | | | | |

Travel/ODCs
FFP
FOB: Destination

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|-------------|
| 0002AA | | 15,000 | Each | \$1.00 | \$15,000.00 |

ACRN JL - M9545007RCR7AN3
FFP

FOB: Destination

MILSTRIP: M9545007RCR7AN3

PURCHASE REQUEST NUMBER: M9545007RCR7AN3

| | |
|---------|-------------|
| NET AMT | \$15,000.00 |
|---------|-------------|

ACRN JL

CIN: M9545007RCR7AN30002AA

| |
|-------------|
| \$15,000.00 |
|-------------|

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 | N/A | N/A | N/A | Government |
| 0002AA | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 01-NOV-2006 TO 31-OCT-2007 | N/A | N/A FOB: Destination | |
| 0001AA | N/A | N/A | N/A | N/A |
| 0001AB | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0002AA | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

JL: 1771319M7KC 250 67854 067443 2D C2277M
 COST CODE: 00007RCR7AN3
 AMOUNT: \$650,000.00
 CIN M9545007RCR7AN30001: \$635,000.00
 CIN M9545007RCR7AN30002AA: \$15,000.00

TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order **0065** is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and

Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)

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

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|--------------|-------------|-------------|--------------|
| JL | 635000.00 | 15000.00 | 0.00 | \$650,000.00 |
| Total | \$635,000.00 | \$15,000.00 | \$0.00 | \$650,000.00 |

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

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

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

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

Mike White, 703-432-3099
charles.m.white@usmc.mil

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

- 6. INVOICES:** In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to

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

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9016

Task Order: 0065

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

| CLIN 0001 <u>Modify</u> <u>Delete</u> | Total |
|--|-----------------------|
| 12/01/2006 | 208456.0 |
| 01/01/2007 | 208456.0 |
| 01/31/2007 | 208456.0 |
| 03/02/2007 | 208456.0 |
| 04/01/2007 | 208456.0 |
| 05/02/2007 | 208456.0 |
| 06/01/2007 | 208456.0 |
| 07/02/2007 | 208456.0 |
| 08/01/2007 | 208456.0 |
| 09/01/2007 | 208456.0 |
| 10/01/2007 | 208456.0 |
| 11/01/2007 | 208454.0 |
| Total | \$2,501,470.00 |

7. DELIVERY DESTINATION:

COMMANDING GENERAL

MARCORSYSCOM ATTN: **Mike White**

SE&I

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 1 November 2006. This is the last award term available. There is no additional award terms available.

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 **\$635,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute

date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

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

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

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

| | |
|--------------------------|---------------|
| On execution of contract | \$ 650,000.00 |
| NTE 02/01/2007 | \$ 622,156.00 |
| NTE 05/01/2007 | \$ 622,156.00 |

NTE 08/01/2007

\$ 622,158.00

SECTION THREE

STATEMENT OF WORK FOR DEPUTY COMMANDER FOR COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS AND INTELLIGENCE / INTEGRATION (C4I/I) SUPPORT

1.0 Scope. The scope of this effort is to provide on-going technical, programmatic, managerial, and administrative support to the Deputy Commander for C4I Integration (Dep Cmdr C4I/I), Marine Corps Systems Command (MCSC). Included in C4I/I is the C4I Systems Engineering and Integration (SE&I) Division, and the Information Assurance and Technical Requirements (IA&JR) Division. Key support requirements include developing a comprehensive system view of the Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) architecture and the Marine Corps Integrated Architecture Pictures (MCIAP). Additional requirements include defining the MCSC Enterprise Integrated Product (EIP), assisting with the development of Joint Message and Software standards and providing expert Information Support Plan (ISP) technical support. This effort includes supporting command-level oversight for MCSC for C4ISR System Engineering and Integration within the command; and assisting the C4ISR system engineering team in the instantiation and maintenance of the Marines Corps C4ISR Enterprise Architecture.

1.1 Background. The vision of the Dep Cmdr for C4I/I is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. This will be accomplished through technical systems architecture definition, design and life cycle management of an integrated, interoperable, warfighting system. Included in this effort are on-going efforts for developing a comprehensive system view of the C4ISR architecture for the USMC, which includes developing and maintaining the MCIAP in FY07. Additionally, SE&I is leading the MCSC efforts to define the MCSC EIP and Federation of Systems (FedOS). The SE&I Division is responsible for the execution of the C4ISR integration strategies for MCSC programs. IA&JR is assisting with the development of joint Message and Software standards. The IA&JR Division also provides overarching technical support to MCSC Product Group Directors on Information Support Plan (ISP) interoperability and technical issues.

2.0 General Requirements. The Contractor shall provide continuous support to the accomplishment of the Deputy Commander C4I Integration's mission as outlined in the six (6) principal activity areas below:

| Activity – Anticipated Percentage | | Para | Metric |
|--|-----|-----------|--------|
| • Test Team | 8% | 2.1. 1 | QASP |
| • Architecture Team | 30% | 2.1. 2 | QASP |
| • Technical Standards Team | 7% | 2.1. 3 | QASP |
| • ISP Team | 20% | 2.1. 4 | QASP |
| • Decision Support System Team | 15% | 2.1. 5 | QASP |
| • Director Support Team/Technical Management and Admin Support | 20% | 2.1. 6 | QASP |

The scope of work associated with each of these areas will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable administrative, engineering, analytical, and technical expertise to support ongoing responsibilities delineated by section, 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 C4I/I related activities. Administrative support should be provided on a matrix basis.

2.1 Specific Requirements

2.1.1 Test Team. The SE&I Test Team is responsible for supporting resolution of interoperability issues as related to system testing. The SE&I Division provides support to the Interim Certification to Operate (ICTO) process and JCS J-6 Military Communications and Electronics Board (MCEB) Interoperability Test Panel (ITP) USMC Representation. Ancillary actions include preparing program documentation related to technical requirements, interfacing with operational support units, IPT support, and providing recommendations to the Project Officer on mission effectiveness of integration efforts. The Contractor is responsible for providing support to the ICTO, ITP, and general test efforts.

2.1.2 Architecture Team. The SE&I Architecture Team is responsible for preparing and maintaining the existing (i.e., GFM¹) Marine Corps Integrated Architectural Product (MCIAP) to include both operational, system, and technical architectural views necessary for developing accurate ISPs. This application enables graphic depictions of interfaces between Marine Expeditionary Force (MEF) operations ashore, Marine Expeditionary Brigade (MEB) amphibious operations, east and west coast bases and stations, and the notional MCIAP for 2015. The Architecture Team also conducts research and liaison necessary to develop the graphical depictions provided to SE&I customers (e.g., PGDs, MCTSSA), as well as producing system architecture views and process activity models in support of biannual Enterprise Integrated Product (EIP) assessments. The Contractor is responsible for establishing a cohesive organization capable of supporting Team responsibilities and producing and maintaining the existing product lines, as well as recommending improvements to all MCIAP products and process activity models. The Contractor is also responsible for supporting MCSC Product Groups in reviewing and guiding development of their required architectural products². . Using the existing suite of GFE / GFM, the Contractor shall produce and deliver MCIAP products, as well as respond to graphics requirements to support SE&I customers.

2.1.3 Technical Standards Team. The IA&JR Technical Standards Team is responsible to provide USMC representation to Joint Standards working groups. The Team oversees the implementation of Joint standards by ensuring their incorporation into MCSC products and documented in ISPs. Team responsibilities include development, maintenance and implementation of Internet Protocol Version 6 (IPv6), Joint Tactical Data Link message standards (JTDLs), MIL-STD-6017 Variable Message Format (VMF), eXtensible Markup Language (XML),

¹ Refer to Attachment 1 – List of MCIAP Government Furnished Material and Equipment

² This task order will include a Time and Materials CLIN that provides for up to 4-hrs. per day (e.g., 12-hr. work days), over the fixed price base to support unforeseen requirements for architectural products. This also includes coverage for up to 12-hrs. for weekends when events crossover conventional work weeks. These occurrences must be identified and pre-approved by the SE&I Project Officer and PCO and are NTE \$100,000 each.

Common Operating Environment (COE), Global Information Grid (GIG), and GIG Enterprise Services. The Team also provides support to the Department of Defense Information Technology Standards Registry (DISR), to include the Information Technology Standards Committee (ITSC) and the Information Technology Standards Oversight Panel (ISOP), providing programmatic representation of USMC technical requirements to external agencies and program offices. The Technical Standards Team is also responsible for maintaining the GIG Enterprise Services development of the DoD Architectural Technical Views (TV-1 and TV-2). The Contractor is primarily responsible for supporting the development of the DoD Architectural Technical Views (TV-1 and TV-2). The Contractor is responsible for providing a cohesive organization to support technical, programmatic, and administrative responsibilities of the Technical Standards Team with respect to message and software C4I engineering. As time permits, the contractor is responsible for providing the Team with specific support for development, maintenance and implementation of technical standards, as well as providing management oversight and administrative support to the working groups, including the duties as the Secretariat of the Software Working Group (SWWG), supporting the SWWG within the requirements of the DoD Architecture Framework (DODAF). The Contractor is also responsible for supporting technical assessments on C4I interoperability and related technical issues, recommending courses of action (COA), and developing position papers pursuant to initiatives of mutual interest.

2.1.4 ISP Team. The IA&JR Information Support Plan (ISP) Team is responsible for providing support to the Product Groups by reviewing and guiding development of their required ISPs, which are required for MCSC programs, as well as reviewing other Service ISPs that affect USMC programs. ISPs are iterative documents and are updated with each program milestone or other major event. These documents are reviewed and coordinated through Headquarters, Marine Corps (HQMC), Department of the Navy (DON), and the Joint Chiefs of Staff (JCS) via an existing C4I/I organization process. The scope of this work encompasses approximately one hundred fifty reviews of ISPs annually. The Contractor is responsible for establishing a cohesive support organization capable of technical reviews and assessments of ISPs and related documents, providing analysis and assessment of policy affecting USMC programs, and rendering expert COA guidance to IA&JR staff. The Contractor is responsible for coordinating, with the Marine Corps Combat Development Command (MCCDC) and the C4I SE&I Architecture Team, MCSC Product Groups, the development and approval of the Net-Ready Key Performance Parameter (NR-KPP) present in both Joint Capabilities Integration and Development System (JCIDS) and ISP documents. Within this framework are requirements for supporting PGDs 10/12 in the development of their ISP products. The Contractor is also responsible for maintaining a web-enabled configuration status accounting report (CSAR) for EIP systems and their associated ISP products. If time permits, the contractor is also responsible for providing training and tools to help the PM complete their ISP.

2.1.5 The Decision Support Systems Team. The IA&JR Decision Support System Team is responsible for managing the integrity and configuration of the Marine Corps Architecture Support Environment (MCASE). The application is based upon a web-enabled, Oracle 9i database (RDBMS) platform. This application serves as the authoritative repository (e.g., knowledge center) for Marine Corps architectures, interoperability standards, information assurance, and practices affecting architecture definition. The Contractor is responsible for maintaining the application, implementing product improvements, and ensuring the integrity of both data and design. This effort includes, but is not limited to technical database development and administration, architecture drawing maintenance and linking, web site and web-based tool development and maintenance, and associated security. Ancillary responsibilities include application training for users, maintaining associated documentation, and data entry of interoperability information. A Government representative will maintain access control to the MCASE application.

2.1.6 Director Support Team/Technical Management & Administration. The Deputy Commander for C4I/I is responsible for establishing a cohesive technical management framework that ensures task order activities produce the desired objectives. This includes all actions necessary to effectively support program technical activities, including business planning, conduct exercises, maintaining GFE, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the QASP. The Director SE&I is responsible for supporting resolution of interoperability issues assigned by the MCSC Enterprise Configuration Control Board (ECCB) and Target Board, and manages the activities of the Enterprise Interoperability Working Group (EIWG) and its subordinate Standing Working Groups and Integrated Product Teams. The Contractor is responsible for supporting the development of strategic documents, including the Interoperability and Integration Management Plan (I&IMP), the Enterprise Configuration Management Plan (ECMP), and the EIP Management Test Plan (EMTP). The Contractor is also 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. The Contractor is responsible for providing support to the EIWG efforts. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. Key facets of management performance include developing formal processes for 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. This 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 throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

ATTACHMENT 1

QUALITY ASSURANCE SURVEILLANCE PLAN

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the C4I/I 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 SE&I Director will appoint a Technical Representative for this task, and 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:

Test Team. The Contractor will be evaluated on the product quality of their technical interoperability support. This includes assessment methodology, engineering support, documentation, and successful close out of operational related issues.

Architecture Team. The Contractor will be evaluated on product quality of their Marine Corps Integrated Architectural Product (MCIAP) support to include review and guidance given for operational, system, and technical architectural views necessary for developing accurate ISPs. This includes draft and final products, quality of analytical findings, engineering support, and presentations.

Technical Standards Team. The Contractor will be evaluated on product quality of their technical standards support to joint communications and messaging systems. This includes draft and final products, quality of analytical findings, engineering support, and presentations

ISP Team. The Contractor will be evaluated on product quality of their ISP support to include review and guidance given for ISPs and associated products necessary for developing accurate ISPs and CM performed on the EIP. This includes draft and final products, quality of analytical findings, engineering support, and presentations

The Decision Support Systems Team. The Decision Support Systems Team will be evaluated on their quality of the MCASE support including draft and final products, quality of analytical findings, engineering support, and presentations.

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

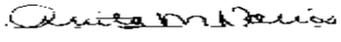
| Performance Objective | SOW | Performance Standard | Quality Level ³ | Method of Surveillance |
|-----------------------|-----|----------------------|----------------------------|------------------------|
|-----------------------|-----|----------------------|----------------------------|------------------------|

³ 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.

| Performance Objective | SOW | Performance Standard | Quality Level ³ | Method of Surveillance |
|---|-------|---|---------------------------------|---|
| Test Team | 2.1.1 | Acceptable performance has been met when the Contractor's technical support and requirements oversight has been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Architecture Team | 2.1.2 | Acceptable performance has been met when the Architecture Team's product support for the selected systems has been approved and accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Standards Team | 2.1.3 | Acceptable performance has been met when the Government as effectively supporting program goals has accepted the Team's product support for the selected systems. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| ISP Team | 2.1.4 | Acceptable performance has been met when the ISP and CM products for the selected systems has been accepted and approved by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| The Decision Support Systems Team. | 2.1.5 | Acceptable performance has been met when the MCASE products for the selected systems has been accepted and approved by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Director Support Team/Technical Management & Administration | 2.1.6 | Acceptable performance has been met when the Contractors quality standards consistently produce acceptable products using optimal resources, compliant with prescribed schedules. | Excellent Acceptable Poor | Inspection Demonstration |

ATTACHMENT 1 – GFE LISTING

| TAMCN | RNSN | NOMENCLATURE | SERIAL NO | CMR ITEM |
|-------|------|---|-------------------------------|----------|
| | | PRIMERA BRAVO DISC PUB | 2021101446 | |
| | | BUSINESS CARD CD KIT | N/A | |
| | | MICROSOFT VISUAL STUDIO.NET PRO VERSION 20 SOFTWARE | DH8Q7-6RXCR-8VDWB-MHVR2-G9WM3 | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION NUMBER SEE SCHEDULE | | PAGE 1 OF 16 | | | | | |
|--|--|--|--|--|--|--|---|------------------------------|-----------------------------------|------------|--|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 23-Oct-2006 | | 4. ORDER NUMBER 0064 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | a. NAME | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD: \$4.5 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING | | 12. DISCOUNT TERMS Net 30 Days | | |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | | | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | | 22. UNIT | 23. UNIT PRICE | | 24. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,304,703.00 | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>17-Oct-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | 31c. DATE SIGNED | | | |
| | | | |  | | | | 23-Oct-2006 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001 | Labor/Montly Report FFP Labor/Montly Report - Unit Operations Center Annual Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 17 October 2006. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |
| 0001AA | ACRN JK- M9545007RC74033 FFP FOB: Destination MILSTRIP: M9545007RC74033 PURCHASE REQUEST NUMBER: M9545007RC74033 | 462,000 | Each | \$1.00 | \$462,000.00 |
| | | | | NET AMT | \$462,000.00 |
| | ACRN JK CIN: M9545007RC740330001AA | | | | \$462,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------|------------|----------------|
| 0001AB | | 2,677,703 | Each | \$1.00 | \$2,677,703.00 |

Labor - Incrementally Funded
FFP

See Limitation of Government Obligation Clause, Section Two
FOB: Destination

| | |
|---------|----------------|
| NET AMT | \$2,677,703.00 |
|---------|----------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002 | | | | | |

Travel/ODCs
FFP
FOB: Destination

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------------|
| 0002AA | | 160,000 | Each | \$1.00 | \$160,000.00 |

ACRN JH - M9545007RC74034
FFP
FOB: Destination
MILSTRIP: M9545007RC74034
PURCHASE REQUEST NUMBER: M9545007RC74034

| | |
|---------|--------------|
| NET AMT | \$160,000.00 |
|---------|--------------|

| | |
|----------------------------|--------------|
| ACRN JH | \$160,000.00 |
| CIN: M9545007RC740340002AA | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|------------|
| 0002AB | | 5,000 | Each | \$1.00 | \$5,000.00 |
| | ACRN JK - M9545007RC74033 | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M9545007RC74033 | | | | |
| | PURCHASE REQUEST NUMBER: M9545007RC74033 | | | | |
| | | | | | |
| | | | | NET AMT | \$5,000.00 |
| | ACRN JK | | | | \$5,000.00 |
| | CIN: M9545007RC740330002AB | | | | |

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 |
| 0002AB | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 24-OCT-2006 TO 23-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 |

0002AB N/A

N/A

N/A

N/A

ACCOUNTING AND APPROPRIATION DATA

JH: 17711094190 310 67854 067443 2D 419009
 COST CODE: 45007RC74034
 AMOUNT: \$160,000.00
 CIN M9545007RC740340002AA: \$160,000.00

JK: 17711094190 310 67854 067443 2D 419003
 COST CODE: 45007RC74033
 AMOUNT: \$467,000.00
 CIN M9545007RC740330001AA: \$462,000.00
 CIN M9545007RC740330002AB: \$5,000.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0064 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|----------------------|--------------|--------------|-------------|--------------|
| JH | 0.00 | 160000.00 | 0.00 | \$160,000.00 |
| JK | 462000.00 | 5000.00 | 0.00 | \$467,000.00 |
| Total | \$462,000.00 | \$165,000.00 | \$0.00 | \$627,000.00 |

The total amount of funding available for payment under this task order is: \$627,000.00.

- 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:

Major Jason Hamilton (432-4180)

jason.a.hamilton@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-9016

Task Order Number: 0064

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 11/24/2006 | 261642.0 |
| 12/24/2006 | 261642.0 |
| 01/24/2007 | 261642.0 |
| 02/23/2007 | 261642.0 |
| 03/25/2007 | 261642.0 |
| 04/24/2007 | 261642.0 |
| 05/25/2007 | 261642.0 |
| 06/24/2007 | 261642.0 |
| 07/25/2007 | 261642.0 |
| 08/24/2007 | 261642.0 |
| 09/24/2007 | 261642.0 |
| 10/24/2007 | 261641.0 |
| Total | \$3,139,703.00 |

7. Delivery Destination:

CG/MARCORSYSCOM

MC2I ATTN: Maj. Jason Hamilton

2200 Lester St.

Quantico, VA 22134-6050

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 24 October 2006. This is the last award term period of performance under the provisions of this task order.

12. 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 **\$462,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

| | |
|--------------------------|--------------|
| On execution of contract | \$627,000.00 |
| NTE 01/24/2007 | \$892,567.00 |
| NTE 04/24/2007 | \$892,567.00 |
| NTE 07/24/2007 | \$892,569.00 |

(End of clause)

SECTION THREE

STATEMENT OF WORK FOR UNIT OPERATIONS CENTER ANNUAL SUPPORT ENGINEERING & SCIENTIFIC

1.0 Scope: The scope of this effort is to provide on-going engineering, technical, logistics, and acquisition support to the facility variants outlined in the Combat Operations Center (COC) Program. The primary focus of effort is support for activities related to Capability Set (CapSet) III and IV interoperability, system testing, engineering assessments, technical documentation, systems training, and on-site material fielding. Additionally, providing technical assessment, systems integration oversight, and general fielding support (e.g. interface with integration facilitator) for Urgent Universal Need Statement (UUNS) directed CapSet I and II CapSet variants. Required actions encompassed by this task include, but are not limited to, technical management associated with an Acquisition Category III (ACAT III), C4-network centric programs, IPT participation, material fielding support, demonstration support, new technology insertion engineering review, and expert engineering/technical support to augment MCSC program staff.

1.1 Background: The Combat Operations Center Project Office's (COC PO) requirements, under the Program Manager Operations Facilities (PM OPFAC), are focused on modernization and integration of command and control (C2) functions for the ground C2 systems via the different COC variants. The COC program serves as the foundation for development of standardized tactical facilities with hardware/software components scaled to reduce the size and logistics footprint of existing ground C2 equipment suites. This effort is predicated upon the use of commercial and non-developmental technologies to develop "common modules" that will serve as the building blocks for scalable capability sets. The Combat Operations Center is an integrated, mobile package consisting of shelters, power generation, environmental control unit, cabling, processing systems, and trailers. This configuration will re-host current Marine Corps mission application software, interface to current Marine Corps communications assets, require owning unit T/E vehicles for transport, and present a smaller footprint than current Operational Facilities. The COC Capabilities Production Document (CPD) uses the modular, scalable approach of CapSets to minimize variations in the number of equipment configurations, while maximizing operational flexibility and suitability for required echelon specific functionality. The CapSets basically map to unit echelons as follows:

| | |
|------------|---|
| CapSet I | Marine Expeditionary Force |
| CapSet II | Major Subordinate Command Main (division) |
| CapSet III | Regimental Main |
| CapSet IV | Battalion Main |

General Dynamics (GD), based on a best value, full and open competition, was awarded the contract for the production of the CapSet III and IV variants. CapSet I and II are UUNS specific variants designed to meet current operational requirements. The I and II variants are being built and fielded in association with a limited systems integration effort by Naval Surface Warfare Center, Crane, IN and Space and Naval Warfare Command, Charleston, SC.

2.0 General Requirements: The Contractor shall provide continuous support for the COC PO at levels generally aligned with the percentage of effort stipulated:

| Activity – Anticipated Percentage | Para | Metric |
|--|------|-----------|
| Technical Assistance with System Production and Deployment | 40% | 2.1. 1 |
| System Test Planning and Support | 20% | 2.1. 2 |
| Support Analysis / Logistics Planning | 30% | 2.1. 3 |
| Technical Management, Acquisition & Administration | 10% | 2.1. 4 |

Ref: QASP

The scope of work associated with each of these task activities may vary by program precedent 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 appoint a technical manager to coordinate task activities and to serve as 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. Technical Assistance with System Production and Deployment. PO COC is responsible for ensuring that COC system integrity (e.g. design, interoperability, integration, selection of components, operational effectiveness) is maintained by the PO, the prime vendor, and those organizations supporting the UUNS integration effort. This includes ensuring COC products are compliant with requirements of the associated contracts and operating parameters. Within this framework, responsibility for product design, quality, interoperability, system/subsystem effectiveness, production, and logistics must be considered as complementary elements. The Contractor is now responsible for supporting these activities, across all CapSet I, II, III, and IV echelons, with expert knowledge of engineering expertise with mobile C2 platforms, network centric operations, comprehensive planning (e.g., measures of effectiveness), quality and configuration management proficiency, and expert technical presentation throughout the Integrated Product Team (IPT) process. Additionally, the contractor must be capable of providing detailed engineering and technical evaluation expertise to evaluate and support the technical insertion of new capabilities that could incur changes to either hardware or software solutions.

2.1.2 System Test Planning and Support. COC PO is responsible for deploying an integrated command and control system that is scalable and modular, as well as complementary to the various mission requirements (e.g., operational echelons) as set forth in operational requirements. Integral to this capability is effective development and integration of the existing and future (upgrades) to the various COC architectures and critical system testing during FY-07. The Contractor is responsible for supporting an effective developmental and operational assessment planning and testing program, providing quality assessments of vendor products, and generating documentation leading to the various system's final configurations. Ancillary requirements include ensuring the effectiveness of the quality assurance program, (i.e., best practices for technical quality assurance, test planning and assessment); and, supporting

successive test activities to ensure that scheduled milestones are accomplished within program schedule constraints. .

2.1.3 Support Analysis/Logistics Planning. COC PO is responsible for ensuring that the resulting systems architectures are effectively supported by the Fleet Marine Force and prime vendor logistics capabilities. Within this framework exists requirements for a comprehensive support strategy that optimizes economical support capabilities (e.g., government/industry), addresses essential support concerns (e.g., training, technical manuals, Manpower and Training Plan, and maintenance concept), and ensures documentation is accomplished commensurate with program milestones. The Contractor is responsible for providing expert logistics and program analysis constant with the Marine Corps' logistics supportability approach, to achieve the cited goals consistent with program milestones. Ancillary requirements include subject matter expertise identifying emerging support requirements, conducting appropriate logistics analysis and related engineering assessments, providing personnel with current COC operational experience to support Material Fielding and unit training events, and actively participating in technology planning as part of a comprehensive logistics support program across all CapSets.

2.1.4 Technical Management, Acquisition, and Administration. COC PO is responsible for establishing a cohesive technical management framework that ensures requirements are executed within program constraints. This includes compliance with ACAT-level oversight guidance, documentation and preparation for program reviews, and oversight of prime vendor and system integrator's performance (e.g., progress, investment) as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for establishing a suitable performance schedule, identifying and coordinating deliverables, 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, ODCs, and Travel. COC PO will require the Contractor to provide facilities for meetings for up to 40 personnel, as well as a suitable infrastructure to manage program requirements throughout the period of performance. The Government expects computers, graphic display boards, conference room speakerphones, and other elements of facilities support to be included in the GSA rates. Further, if specific models, software applications, cellular phone support for off-site personnel, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

Attachment 1

Quality Assurance Surveillance Plan

1. Objective. This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with this 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. PM COC will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEO's Contracting Officer. The Technical Representative will:

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

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

System Test Planning and Support. The Contractor will be evaluated on product quality of their software integration and test planning, COA selected, and verification of materials. This includes both draft and final products, quality of analytical findings, and presentations.

Support Analysis / Logistics Planning. The Contractor will be evaluated on quality of their support analysis and business planning assessment methodology, outputs from their analysis, and management of stakeholder issues supporting optimal COA selection.

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

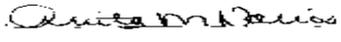
Enclosure 1

Performance Requirements Survey (PRS)

| Performance Objective | SOW | Performance Standard | Quality Level ¹ | Method of Surveillance |
|--|-------|---|---------------------------------|---|
| Technical Assistance with System Production and Deployment | 2.1.1 | Acceptable performance has been met when the system engineering and technical analysis process have been accepted by the government as effectively supporting program goals and milestones. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| System Test Planning and Support | 2.1.2 | Acceptable performance has been met when the system test planning and support strategy has been and accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |

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

| | | | | |
|--|-------|---|---------------------------------|---|
| Support Analysis / Logistics Planning | 2.1.3 | Acceptable performance has been met when the analysis and logistics planning process has been accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Management, Acquisition & Administration | 2.1.4 | Acceptable performance has been met when the Contractors quality standards consistently produce 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. REQUISITION NUMBER SEE SCHEDULE | | PAGE 1 OF 14 | | | |
|--|------------------------------------|--|------------------|---|--|--|---|----------------------------|-----------------------------------|
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 11-Oct-2006 | | 4. ORDER NUMBER 0063 | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | | a. NAME | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | | CODE M67854 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING | | 12. DISCOUNT TERMS Net 30 Days |
| 15. DELIVER TO SEE SCHEDULE | | | CODE | 16. ADMINISTERED BY MARINE CORPS SYSTEMS COMMAND, CTQ 2200 LESTER STREET QUANTICO VA 22134 | | | | CODE M67854 | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | | CODE 1V4X9 | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | | 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 | | | | | |
| 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) \$2,100,000.00 | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE NGMS <input checked="" type="checkbox"/> OFFER DATED <u>06-Oct-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | 31c. DATE SIGNED | | |
| | | | |  | | | 11-Oct-2006 | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | Labor FFP Labor/Monthly Report - MACCS Sustainment Annual Support Renewal shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 6 October 2006. FOB: Destination | | | | |
| | | | | NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 0001AA | ACRN JF - M6785407RCAP038 FFP FOB: Destination MILSTRIP: M6785407RCAP038 PURCHASE REQUEST NUMBER: M6785407RCAP038 | 802,247 | Each | \$1.00 | \$802,247.00 |
| | | | | NET AMT | \$802,247.00 |
| | ACRN JF CIN: M6785407RCAP0380001AA | | | | \$802,247.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|-----------|------|------------|----------------|
| 0001AB | | 1,100,000 | Each | \$1.00 | \$1,100,000.00 |
| | ACRN JG - M9545007RC74003 | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M9545007RC74003 | | | | |
| | PURCHASE REQUEST NUMBER: M9545007RC74003 | | | | |

| | |
|---------|----------------|
| NET AMT | \$1,100,000.00 |
|---------|----------------|

| | |
|-----------------------------|----------------|
| ACRN JG | \$1,100,000.00 |
| CIN: M9545007RCR740030001AB | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | | | | | |
| | Travel/ODCs | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M9545007RC74003 | | | | |
| | PURCHASE REQUEST NUMBER: M9545007RC74003 | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|--|----------|------|------------|--------------|
| 0002AA | | 197,753 | Each | \$1.00 | \$197,753.00 |
| | ACRN JF - M6785407RCAP038 | | | | |
| | FFP | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: M6785407RCAP038 | | | | |
| | PURCHASE REQUEST NUMBER: M6785407RCAP038 | | | | |
| | | | | | NET AMT |
| | | | | | \$197,753.00 |
| ACRN JF | | | | | \$197,753.00 |
| CIN: M6785407RCAP0380002AA | | | | | |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 11-OCT-2006 TO 10-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

JF: 177110627A0 250 67854 067443 2D M67854
 COST CODE: 85407RCAP038
 AMOUNT: \$1,000,000.00
 CIN M6785407RCAP0380001AA: \$802,247.00
 CIN M6785407RCAP0380002AA: \$197,753.00

JG: 17711094640 250 67854 067443 2D 464003
 COST CODE: 45007RC74003
 AMOUNT: \$1,100,000.00
 CIN M9545007RCR740030001AB: \$1,100,000.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order **0063** is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|----------------------|----------------|--------------|-------------|----------------|
| JF | 802247.00 | 197753.00 | 0.00 | \$1,000,000.00 |
| JG | 1100000.00 | 0.00 | 0.00 | \$1,100,000.00 |
| Total | \$1,902,247.00 | \$197,753.00 | \$0.00 | \$2,100,000.00 |

The total amount of funding available for payment on this task order is \$2,100,000.00.

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:

CWO5 Sharlene Prieur
sharlene.prieur@usmc.mil

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

6. INVOICES:

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process

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

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

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9016

Task Order Number: 0063

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

| CLIN 0001 <u>Modify</u> <u>Delete</u> | Total |
|--|-----------------------|
| 11/11/2006 | 158521.0 |
| 12/11/2006 | 158521.0 |
| 01/11/2007 | 158521.0 |
| 02/10/2007 | 158521.0 |
| 03/12/2007 | 158521.0 |
| 04/11/2007 | 158521.0 |
| 05/12/2007 | 158521.0 |
| 06/11/2007 | 158521.0 |
| 07/12/2007 | 158521.0 |
| 08/11/2007 | 158521.0 |
| 09/11/2007 | 158521.0 |
| 10/11/2007 | 158516.0 |
| Total | \$1,902,247.00 |

7. DELIVERY DESTINATION:

Commander MCSC ATTN: CWO5 Sharlene Prieur
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 **11 October 2006**. This is the final award term option remaining on this task Order.

SECTION THREE
FY07 STATEMENT OF WORK FOR
MARINE AIR COMMAND AND CONTROL SYSTEMS SUSTAINMENT

ENGINEERING & SCIENTIFIC SUPPORT

1.0 Scope. The scope of this effort is to provide on-going technical, managerial, analytical, and acquisition support for the USMC, Marine Air Command and Control Systems (MACCS) sustainment projects. The focus of this task is support for sustainment of the currently fielded MACCS systems. Required actions encompassed by this task include, but are not limited to, technical services and management in support of the: Tactical Air Command Center (TACC), Tactical Air Operations Center (TAOC), Direct Air Support Center (DASC), JICO Support System (JSS), and three systems managed under MACCS as Special Purpose Test Equipment (SPTE). The systems supported under his effort are: AN/TYQ-23(V)4 Tactical Air Operations Module (TAOM); AN/TYQ-87(V)1 Sector Anti-Air Warfare Facility (SAAWF); TAOM Interface Unit (TIU); Multi-Channel Interface Unit (MCIU); AN/MRQ-12(V)3 Communication Interface System (CIS); AN/TYQ-101A Communications Data Link System (CDLS); Communication Distribution System (CDS); AN/UYQ-3B Direct Air Support Central Airborne System (DASCAS); AN/URC-107(V)10 Joint Tactical Information Distribution System (JTIDS); Commander's Tactical Terminal (CTT) host system; Beyond Line of Site (BLOS) Gateway; AN/MSQ-124 Air Defense Communications Platform (ADCP), JICO Support System (JSS), Link Management System (LMS), Common Connectivity Device (CCD), and the Multiple Link System Test and Training Tool (MLST3).

1.1 Background. The TACC and TAOC are undergoing software and system upgrades with prime vendors developing and testing software builds, generating documentation, and integrating approved products into fielded systems. These efforts include CDLS, ADCP, and TAOM software development, Post Deployment Software Support (PDSS) [includes TAOM, ADCP, MCIU, TIU, SAAWF, CDLS, BLOS Gateway], Commercial Off The Shelf (COTS) component refresh/redesign, SAAWF refresh deliveries, ADCP software development and hardware sustainment, SIAP Task Force interface, and general sustainment management. The JSS will undergo DT, OA, OT and Joint Certification. The JSS mobile system design will be completed. Additionally, TAOM and ADCP Foreign Military Sales (FMS) cases are being developed. Efforts for FY07 will include: completion the TAOC system delivery effort; Post Deployment Software Support (PDSS); oversight of CDLS, TAOM, & ADCP software development; integration of JREAP technology for the TAOC; CDLS, TAOM, & ADCP testing and certification; CIS IROAN and sustainment; JSS Full Expeditionary Capability (FEC) design completion and system testing; JSS Joint Certification Testing; ADCP and CDLS Signal Entry Panel (SEP) redesign; and general sustainment management.

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

| Activity – Anticipated Percentage | Para | Metric |
|---|------|--------|
| Systems Engineering / Product and Operational Assessments | 40% | 2.1.1 |
| Software Integration / System Test Planning | 30% | 2.1.2 |
| Support Analysis / Logistics Planning | 25% | 2.1.3 |
| Technical Management, Acquisition & 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. Systems Engineering / Product and Operational Assessments. The MACCS Sustainment program is responsible for ensuring that fielded C2 systems within the Marine Air Control Group (MACG) are sustained through improvements to system capabilities (e.g., software integration, PDSS, selection of components), solid life cycle support infrastructures, and continuous liaison with operational units. Within this framework, responsibility for product quality, interoperability, information assurance, system/subsystem effectiveness, testing, and logistics must be considered as complementary elements and executed through a comprehensive systems engineering process. The Contractor is responsible for supporting these activities with expert knowledge of USMC concept of employment, engineering expertise with tactical Air C2 platforms and systems, comprehensive product assessments, and expert technical representation throughout the Integrated Product Team (IPT) process. Supporting actions include: preparation of program documentation and review of contract deliverables related to technical, logistics and acquisition requirements; interface with operational and logistics support units; and recommendations to the Project Officer pertinent to mission effectiveness of proposed or alternative solutions.

2.1.2 Software Integration / System Test Planning. The TACC and TAOC systems will each have a major software releases during FY07. These are significant Command and Control interoperability enhancements. Each system release will have the typical software documentation deliverables requiring review, such as, Software Development Plans (SDP), Software Requirements Reviews (SRS), Software Version Descriptions (SVD), etc. All system performance specifications and Technical Manuals (TMs) will require updates. All software deficiency reports will be reviewed and analyzed. Integral to this capability is the effective development and integration of software upgrades, joint interoperability assessments and integration recommendations, component and system level testing, Information Assurance (IA) management, Certification Test & Evaluation (CT&E) management, and configuration management of approved builds. The Contractor is responsible for supporting an effective software planning and testing program, overseeing software development and management strategies, and performing quality assessments of prime vendor products and other line item deliverables. Further efforts include reviewing test reports, participating in various software Trouble Review Boards (TRBs) and Configuration Control Boards (CCBs), and generating appropriate documentation, and ensuring the overall integrity of the configuration control process. Key requirements include ensuring the effectiveness of the software quality program, (i.e., best practices for technical quality assurance, test planning and assessment) and supporting successive test activities to ensure that scheduled milestones are accomplished within program schedule constraints. Within this framework are requirements to support the Marine Corps participation in the JSS program and to develop test plans and procedures in support of JSS Joint Interoperability Testing and to oversee conduct of tests (in support of MCTSSA).

2.1.3 Support Analysis / Logistics Planning. The MACCS Sustainment program is responsible for logistics and project management support for fielded systems, as well as maintaining configuration management of system changes generated by software and hardware improvements. Existing systems are undergoing assessments of component/system obsolescence and developing recommendations for extending the service life of the equipment, or initiating a program of phased replacement. Within this framework there are requirements for a comprehensive strategy that prioritizes both technical and business considerations commensurate with program milestones and funding. The Contractor is responsible for providing expert logistics and program analysis to achieve the cited goals consistent with program milestones and objectives. Specific requirements include subject matter expertise identifying emerging support requirements, conducting appropriate analysis and technical assessments, preparing the MACCS system phase-out plan, and participating in technology planning as part of a comprehensive sustainment strategy. The Contractor shall participate in technical and logistics forums to ensure Marine Corps positions are suitably represented, and provide recommendations to Government program staff as to course of action (COA) selection to resolve issues. Further actions include developing necessary documentation to support the acquisition process, ensuring formal vetting of positions affecting MACCS programs, and coordinating ancillary (e.g., operational and logistics) issues with respective Government guidance.

2.1.4 Technical Management, Acquisition & Administration. The MACCS Sustainment program is responsible for establishing a cohesive technical management framework that ensures requirements are executed within program constraints. This includes compliance with ACAT-level oversight guidance, documentation and preparation for program reviews, and oversight of prime vendor performance (e.g., progress, investment) 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) working days of task order award, reviewed quarterly, and modified only through bilateral agreement.

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 MACCS task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

2. Government Surveillance. The PM MACCS will assign a representative 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:

Systems Engineering / Product and Operational Assessments. The Contractor will be evaluated on the product quality of their systems engineering, and product assessments. This also includes assessment methodology, documentation, and successful close out of operational related issues.

Software Integration / System Test Planning. The Contractor will be evaluated on product quality of their software integration and test planning, COA selected, and verification of materials. This includes both draft and final products, quality of analytical findings, and presentations.

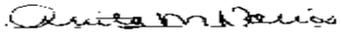
Support Analysis / Logistics Planning. The Contractor will be evaluated on quality of their support analysis and business planning assessment methodology, outputs from their analysis, and management of stakeholder issues supporting optimal COA selection.

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

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

| Performance Objective | SOW | Performance Standard | Quality Level¹ | Method of Surveillance |
|---|------------|--|----------------------------------|---|
| Systems Engineering / Product and Operational Assessments | 2.1.1 | Acceptable performance has been met when the system engineering and operational assessments and COA selection process have been accepted by the Government as effectively supporting program goals | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Software Integration / System Test Planning | 2.1.2 | Acceptable performance has been met when the software integration and test plans of the selected systems has been and accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Support Analysis / Logistics Planning | 2.1.3 | Acceptable performance has been met when the analysis and business planning of the COAs selected has been accepted by the Government. | Excellent Acceptable Poor | Inspection Analysis Demonstration |
| Technical Management, Acquisition & Administration | 2.1.4 | Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules. | Excellent Acceptable Poor | Inspection Demonstration |

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 <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 21 | |
| 2. CONTRACT NO. M67854-02-A-9016 | | 3. AWARD/EFFECTIVE DATE 04-May-2007 | | 4. ORDER NUMBER 0076 | | 5. SOLICITATION NUMBER | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | |
| 9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534 | | CODE M67854 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 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"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | CODE | |
| 17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN DEFENSE MISSION-NGMS PATTY TUCKER 12011 SUNSET HILLS ROAD FL 8 RESTON VA 20190 TEL. 540-657-5168 | | CODE 1V4X9 | | 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022 | | CODE M67443 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,490,658.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <u>NGDMS Proposal</u> OFFER DATED <u>02-May-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | | |
| | | |  | | 04-May-2007 | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil | | | |

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | Labor/Monthly Report FFP Information Assurance services shall be performed in accordance with attached Statement of Work and NGDMS proposal dated 2 April 2007. MILSTRIP: M6785407RCAAC98 | | | | |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------------------|---|-----------|------|------------|----------------|
| 0001AA | ACRN KS - M6785407RCAAC98 FFP MILSTRIP: M6785407RCAAC98 | 1,085,000 | Each | \$1.00 | \$1,085,000.00 |
| NET AMT | | | | | \$1,085,000.00 |
| ACRN KS | | | | | \$1,085,000.00 |
| CIN: M6785407RCAAC980001AA | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------------|
| 0001AB | | 390,658 | Each | \$1.00 | \$390,658.00 |
| | Labor - Incremental Funding FFP | | | | |
| | See the Limitation of Government Obligation Clause in Section Two. | | | | |

| | |
|---------|--------------|
| NET AMT | \$390,658.00 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------|----------|------|------------|--------|
| 0002 | | | | | |
| | Travel/ODCs FFP | | | | |

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

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 0002AA | | 15,000 | Each | \$1.00 | \$15,000.00 |
| | ACRN KS - M6785407RCAAC98 FFP MILSTRIP: M6785407RCAAC98 | | | | |

| | |
|---------|-------------|
| NET AMT | \$15,000.00 |
|---------|-------------|

| | |
|---------------------------------------|-------------|
| ACRN KS CIN: M6785407RCAAC980002AA | \$15,000.00 |
|---------------------------------------|-------------|

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 11-MAY-2007 TO 10-MAY-2008 | N/A | N/A FOB: N/A | |
| 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

KS: 177110627A0 250 67854 067443 2D M67854
 COST CODE: 06AA7RCAAC98
 AMOUNT: \$1,100,000.00
 CIN M6785407RCAAC980001AA: \$1,085,000.00
 CIN M6785407RCAAC980002AA: \$15,000.00

AWARD TERMS & CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0076 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price

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

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

FUNDS AVAILABLE FOR PAYMENT

| ACRN >> | Labor | Travel/ODC | T&M Support | Total |
|---------|----------------|-------------|-------------|----------------|
| KS | 1085000.00 | 15000.00 | 0.00 | \$1,100,000.00 |
| Total | \$1,085,000.00 | \$15,000.00 | \$0.00 | \$1,100,000.00 |

The total amount of funding available for payment under this task order is \$1,100,000.00.

- 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:

Mr. Michael F. Davis (703-432-3824)

mike.davis@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 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-9016

Task Order: 0076

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

| CLIN 0001 <u>Modify Delete</u> | Total |
|---------------------------------------|----------------|
| 06/10/2007 | 122972.0 |
| 07/11/2007 | 122972.0 |
| 08/10/2007 | 122972.0 |
| 09/10/2007 | 122972.0 |
| 10/10/2007 | 122972.0 |
| 11/10/2007 | 122972.0 |
| 12/10/2007 | 122972.0 |
| 01/10/2008 | 122972.0 |
| 02/09/2008 | 122972.0 |
| 03/10/2008 | 122972.0 |
| 04/09/2008 | 122972.0 |
| 05/10/2008 | 122966.0 |
| Total | \$1,475,658.00 |

7. DELIVERY DESTINATION:

CG MARCORSYSCOM

ATTN: Mr. Mike Davis
2200 LESTER STREET
QUANTICO, VA 22134

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 anticipated period of performance for this effort is 12 months beginning approximately 11 May 2007, 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 **\$1,100,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

| | |
|--------------------------|------------------------|
| On execution of contract | \$ 1,100,000.00 |
| NTE 11/10/2007 | \$ 21,744.00 |
| NTE 02/10/2007 | \$ 368,914.00 |
| TOTAL | \$ 1,490,658.00 |

(End of clause)

STATEMENT OF WORK FOR
DEPUTY COMMANDER, COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS AND INTELLIGENCE /
INTEGRATION

INFORMATION ASSURANCE DIVISION

1.0 Scope. The scope of this effort is to provide on-going technical analysis and program support to the Deputy Commander for C4I Integration, Information Assurance (IA) Division. The scope of this activity includes writing System Security Authorization Agreement's (SSAA's), review of SSAA's for Navy and Marine Corps Internet (NMCI) and other Marine Corps programs, providing training and policy interpretation, executing liaison with security agencies/activities, advocacy before doctrinal and technical panels, and other actions necessary to ensure a sound IA program. Key support requirements include expert understanding and application of Clinger Cohen Act (CCA) compliance; coordination of IA-sponsored activities across the Marine Corps Systems Command (MCSC) program base; and management of IA related activities consistent with program ACAT levels, milestone schedules, and overarching policy requirements. Additional work includes execution of the Federal Information Security Management Act (FISMA) program; coordination of data collection of Marine Corps Program Manager updates to the DoD IT Registry and Anti-Tamper Plans¹. Another significant element of performance includes Certification Authority Workstation (CAW) support, which entails participating in DoD, multi-service, Joint, and Security Working Groups that will benefit CAW operation in the Marine Corps. Support for CAW and FORTEZZA will be in accordance with approved DoD and Marine Corps policies. A notional list of programs is provided at **Attachment 2**, and is subject to change in response to operational requirements.

1.1 Background. The Defense Information Systems Agency (DISA), in coordination with the National Security Agency (NSA) and other Department of Defense (DoD) activities, has developed a standard process to minimize the risks associated with non-standard security implementation across shared infrastructures and end systems. DoD Instruction (DoDI) 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP), integrates security directly into the system lifecycle and is applied uniformly across DoD. The SSAA is a living document that captures and maintains information related to the certification and accreditation (C&A) of a system in accordance with DITSCAP. SSAA's exist as an iterative process ensuring compliance with DITSCAP, DoDI 5200.40, (or successor document) and other relevant guidance. The SSAA captures the topology, configuration, risk assessment, vulnerability assessment, and other pertinent information necessary to provide the Designated Approval Authority (DAA) assurance that system security and operational risks have been mitigated. The SSAA is reviewed for completeness and provided to the Director, IA requesting either an Approval to Operate (ATO), or an Interim Approval to Operate (IATO). These documents are valid for a three (3) year period, or until application of system configuration changes. An ASP is a condensed SSAA, applying only to application software with an identical approval process.

¹ The Department of Defense (DOD) established a policy directing each military service to implement anti-tamper techniques, which include software and hardware protective devices. This report reviews DOD's implementation of the anti-tamper policy as required by the Senate and the National Defense Authorization Act for Fiscal Year 2004.

2.0 General Requirements. The Contractor shall provide continuous support to the IA Team consistent with the activities identified:

| Activity – Anticipated Percentage | Para | Metric |
|---|-----------|-----------|
| • SSAA / ASP Development, Review & Management | 30% 2.1.1 | |
| • Vulnerability Assessment Support | 20% 2.1.2 | |
| • Wireless Technology Security Support | 20% 2.1.3 | Ref: QASP |
| • SME Representation & Training | 10% 2.1.4 | |
| • FISMA Data collection, Review & Management | 10% 2.1.5 | |
| • Management & Administration | 10% 2.1.6 | |

The scope of work associated with each of these task activities may vary slightly by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable technical and analytical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall 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 SSAA / ASP Development, Review & Management. The IA Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DoD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program SSAA's and ASP's predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the 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.

2.1.1.1 Anti Tamper Development, Review & Management. The IA/JR Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance (e.g., CCA), DOD standards, and USMC C4 policy. Within this framework are requirements to originate, review, and provide technical management of program Anti Tamper investigation and documentation predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the execution of a viable, comprehensive Anti-Tamper 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. The Department of Defense (DOD) established in 1999 a policy directing each military service to implement anti-tamper techniques, which include software and hardware protective devices. This report reviews DOD's implementation of the anti-tamper policy as required by the Senate and the National Defense Authorization Act for Fiscal Year 2004.

2.1.2 Vulnerability Assessment Support. The IA Division is responsible for reviewing and testing IA Security vulnerabilities throughout all phases of the system or applications life cycle management. The contractor must be able to provide equipment and software, to test and evaluate the security posture of programs within MARCORSYSCOM and other systems and applications, as directed by the Director Information Assurance for the life cycle of the system. The contractor is responsible for ensuring that resident capabilities include Red Team penetration testing, Blue Team support², and risk mitigation development of vulnerabilities isolated by the testing program.

2.1.3 Wireless Technology Security Support. Wireless technologies offer significant benefits and they also provide unique security challenges. Within this framework are requirements for the Contractor to develop security practices for the Marine Corps wireless programs and be able to document and implement security policies, standards, procedures, and guidelines that ensure confidentiality, integrity, and availability of information systems resources. Ancillary requirements include coordination with Industry and other Government Agencies (e.g. DISA, DoN CIO) on emerging wireless technologies and their impacts to USMC C4 policy and security procedures.

2.1.4 SME Representation & Training. The IA Division is responsible for interfacing with MCSC Project Officers and other principals to identify and plan for IA requirements. This effort entails providing SME guidance in the development of requisite documents (e.g., SSAA's, ASP's, etc.) and conducting relevant training associated with IA areas of interest (e.g., NMCI, USMC / DoN policy, CCA compliance, etc.). The IA Division charged with coordinating relevant program requirements, ensuring readiness for appropriate milestone reviews, and representing the IA interests on behalf of MCSC and other USMC activities before Joint forums and IT governing bodies (e.g., C4 CIO, MITNOC, NMCI, etc.). The Contractor is responsible for supporting these actions with SME personnel to execute a comprehensive IA program, develop and deliver appropriate IA related training and associated curricula, and represent Command and USMC interests in various professional forums.

2.1.4.1 Certification Authority Work Station Support. The IA Division is responsible for supporting CAW objectives through their role as certification authority. The Contractor is responsible for supporting the objectives of the CAW effort by participating in DoD, multi-service, Joint, and Security Working Groups that will benefit CAW operation in the Marine Corps. Support for CAW and FORTEZZA will be in accordance with approved DoD and Marine Corps policies. Key requirements include providing training for command CAW Certification Authority (CA), System Administrator (SA) and Information Systems Security Officer (ISSO) personnel and coordinating with Marine Corps regional CAW schools at each Marine Expeditionary Force (MEF). Support measures include, but are not limited to, Information Systems Security (INFOSEC), Public Key Infrastructure (PKI), Computer Security (COMPUSEC), Key Management Infrastructure (KMI), Electronic Key Management System (EKMS), CAW fielding, training and policy establishment, liaison with security agencies/activities,

2.1.5 FISMA Data Collection, Review & Management. The IA Division is responsible for executing a security program that ensures system / application compliance with regulatory guidance. The scope of responsibilities includes recurring interface with Marine Corps principals to accomplish data collection, planning, policy interpretation, application, and continuous

² Blue Team support is the ability to detect, defend, and protect USMC systems/applications from vulnerabilities associated with malicious code, viruses, and other vulnerabilities.

reporting of FISMA compliance. The IA Division also interfaces with HQMC and OPFOR G/S-6's, provides compliance guidance to MCSC Project Officers, and represents MCSC interests at FISMA related forums. The Contractor is responsible for supporting the execution of a viable, comprehensive vulnerability assessment program (VAP) with technical and analytical expertise that ensures process consistency and quality. Key support facets include delivery of FISMA products and services, expert policy interpretation, and application of security standards. The Contractor shall also develop and implement a reporting framework to track program compliance status coincident with DoN CIO and higher Headquarter guidance. This includes capturing reporting metrics and analyzing multi-source business data to facilitate management and strategic planning³.

2.1.6 Management & Administration. The IA Division is responsible for establishing a cohesive management framework that ensures the objectives of the support strategy are executed within program constraints. 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 for 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, ODCs and Travel Requirements. This task order will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-25 personnel), as well as a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. The Government expects that computers, cellular phones, and other elements of facilitization to be included in GSA rates. Further, if specific models, applications, computer time, etc. are to be included as ODC items, these items must be identified in the Contractor's proposal at the time of submission. Both local travel and other CONUS/OCONUS travel is anticipated in support of this effort. Travel will be reimbursed in accordance with the JTR.

³ Ref: Attachment 2 A total of 160 of 186 USMC systems and applications have been certified and accredited within the FISMA database. It is expected OMB will increase the USMC requirements to almost 700 systems and applications that require registry within DOD IT Registry by FY06.

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 IA annual support 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 IA project office will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the 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; and
- 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:

SSAA / ASP Development, Review & Management. The Contractor will be evaluated on the effectiveness of their engineering and analytical support in the SSAA / ASP development process.

Vulnerability Assessment Support. The contractor will be evaluated on their ability to test and evaluate the security posture of programs within MARCORSSYSCOM and other systems and applications.

Wireless Technology Security Support. The Contractor will be evaluated on the effectiveness of their engineering and information security support for wireless systems.

SME Representation & Training The Contractor will be evaluated on the effectiveness of their engineering support to IA initiatives, as well as SME representations at IPTs.

FISMA Data Collection, Review & Management. The Contractor will be evaluated on the effectiveness of their data collection, review and analysis to comply with FISMA requirements..

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

Enclosure 1

PERFORMANCE REQUIREMENTS SURVEY (PRS)

| Performance Objective | SO W | Performance Standard | Quality Level ⁴ | Method of Surveillance |
|---|-------|--|---------------------------------|-----------------------------|
| SSAA / ASP Development, Review & Management | 2.1.1 | Acceptable performance has been met when the SSAA / ASP engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Analysis Demonstration |
| Vulnerability Assessment Support | 2.1.2 | Acceptable performance has been met when the Contractor completes the vulnerability assessments within the prescribed timeframes of the contract requirements. | Excellent Acceptable Poor | Inspection Demonstration |
| Wireless Technology Security Support | 2.1.3 | Acceptable performance has been met when the wireless technology and security support efforts have been accepted by the Government as effectively supporting program goals | Excellent Acceptable Poor | Inspection Demonstration |
| SME Representation & Training | 2.1.4 | Acceptable performance has been met when the SME engineering and support efforts have been accepted by the Government as effectively supporting program goals. | Excellent Acceptable Poor | Inspection Demonstration |
| FISMA Data Collection, Review & | 2.1.5 | Acceptable performance has been met when the FISMA data review and management program initiatives has | Excellent Acceptable | Inspection Demonstration |

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

| Performance Objective | SO W | Performance Standard | Quality Level⁴ | Method of Surveillance |
|------------------------------|-------------|--|----------------------------------|-------------------------------|
| Management | | been accepted by the Government as effectively supporting program goals. | Poor | |
| Management & Administration | 2.1.6 | Acceptable performance has been met when the Contractors methodologies, schedules, and quality standards have been accepted by the Government. This is inclusive of quality provisions for each of the previous WBS elements, effective reporting, and methods for ensuring immediate resolution of anomalies. | Excellent Acceptable Poor | Inspection Demonstration |

Attachment 2

Notional List of Programs

| | |
|--------------------|--|
| ACIS | AUTOMATED CLAIMS INFORMATION SYSTEM 2000 |
| AN/MSQ-124 ADCP | AIR DEFENSE COMMUNICATIONS PLATFORM |
| AIRS | AUTOMATED INSPECTION REPORTING SYSTEM |
| AN/TPS-59(V)3 | 3D LONG RANGE SURVEILLANCE RADAR |
| AOWP | AUTOMATED ORDERS WRITING PROCESS |
| ARMS | AUTOMATED RECRUIT MANAGEMENT SYSTEM |
| ATLASS I | ASSET TRACKING LOGISTICS AND SUPPLY SYSTEM I (PHASE I) |
| | AUTOMATED TRAINING AND READINESS INFORMATION |
| ATRIMS | MANAGEMENT SYSTEM |
| AWSOM | ACQUISITION WORKFORCE SYSTEM OF MANAGEMENT |
| BNA | BY-NAME ASSIGNMENT |
| | COMPUTER-AIDED EMBARKATION MANAGEMENT SYSTEM |
| CAEMS | (USMC) |
| CASA | CHILD AND SPOUSE ABUSE SYSTEM |
| CDDCS (MC) | CONTRACT DIVISIONS DOCUMENT CONTROL SYSTEM (MC) |
| COMPASS (MC) | COMPUTERIZED PROVISIONING ALLOWANCE & SUPPLY SYSTEM |
| COMPTRAK | USMC ENVIRONMENTAL COMPLIANCE TRACKING SYSTEM |
| DARTS | DRUG AND ALCOHOL REPORTING AND TRACKING SYSTEM |
| DASH | DISCRIMINATION AND SEXUAL HARASSMENT |
| DATA ELEMENTS | DATA ELEMENTS |
| DE | DATA ENTRY SYSTEM |
| | DEPT OF DEFENSE ACTIVITY ADDRESS DIRECTORY SYSTEM |
| DODADD (MC) | (MARINE CORPS) |
| DSRTR | DESERTER PROCESS |
| EAM | ENLISTED ASSIGNMENTS MODEL |
| EFMP | EXCEPTIONAL FAMILY MEMBER PROGRAM |
| EPOS (MC) | ELECTRONIC POINT OF SALES (MC) |
| ERP | ESSEX REPLACEMENT SYSTEM |
| ESGM | ENLISTED STAFFING GOAL MODEL |
| HQAB | HEADQUARTERS MARINE CORPS AWARDS BOARD |
| | MARINE EXPEDITIONARY FORCE INTELLIGENCE ANALYSIS |
| MEF IAS (AN/MYQ-7) | SYSTEM (A1010) |
| ITEM APPS | |
| (MUMMS-SS09) | ITEM APPLICATIONS |
| TDCP (AN/TYQ-82) | TACTICAL DATA COMMUNICATIONS PROCESSOR |
| LAKES HELPER | LAKES HELPER SYSTEM |
| LMIS | LOGISTICS MANAGEMENT INFORMATION SYSTEM |
| MAGTF II | MARINE AIR GROUND TASK FORCE II |
| MAISTR | MCLB AIS TRANSACTION ROUTER |
| MASS | MONITOR ASSIGNMENT SUPPORT SYSTEM |
| MCAIMS | MARINE CORPS AUTOMATED INSTRUCTIONAL MANAGEMENT |

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| | SYSTEM |
| MCDSS | MATERIEL CAPABILITY DECISION SUPPORT SYSTEM |
| MCESS | MARINE CORPS ELECTRONIC SECURITY SYSTEM |
| MCFMIS | MARINE CORPS FOOD MANAGEMENT INFORMATION SYSTEM |
| MCLLS | MARINE CORPS LESSONS LEARNED SYSTEM |
| MCMP5 | MARINE CORPS MOBILIZATION PROCESSING SYSTEM |
| MCPS-E | MARINE CORPS PROMOTION SYSTEM ENLISTED |
| MCTFS | MARINE CORPS TOTAL FORCE SYSTEM |
| | MARINE AIR GROUND TASK FORCE (MAGTF) DATA LIBRARY/DATA |
| MDL/DDS | DICTIONARY SYSTEM |
| MDSS II | MAGTF DEPLOYMENT SUPPORT SYSTEM II |
| MEM | MARINE EQUITY MODEL |
| | MARINE CORPS INTEGRATED MAINTENANCE MANAGEMENT |
| MIMMS | SYSTEM |
| MLP | MANNING LEVEL PROCESS |
| MMAS | MANPOWER MOBILIZATION ASSIGNMENT SYSTEM |
| MRP (MC) | MATERIEL RETURNS PROGRAM (MC) |
| MUMMS-SS03 | MUMMS INVENTORY CONTRL |
| MUMMS-SS04 | STORES ACCOUNTING SUBSYSTEM |
| MUMMS-SS05 | AUTOMATED PROCUREMENT SUBSYSTEM |
| MUMMS-SS06 | MECHANIZATION OF WAREHOUSING & SHIPMENT PROCESSING |
| MUMMS-SS07 | DIRECT SUPPORT STOCK CONTROL |
| MUMMS-SS10 | PROVISIONING SUBSYSTEM |
| MUMMS-SS17 | ALLOTMENT ACCOUNTING SUBSYSTEM (AAS) |
| ODI-RMS | OPTICAL DIGITAL IMAGING RECORDS SYSTEM |
| OPUS | OFFICER PLANNING & UTILITY SYSTEM |
| OSGM | OFFICERS STAFFING GOAL MODEL |
| APS | ALBANY PUBLICATION SYSTEM |
| RASA | RAPE AND SEXUAL ASSAULT SYSTEM |
| RDM | RECRUIT DISTRIBUTION MODEL |
| REPS | RESERVE ENLISTED PROMOTION SYSTEM |
| RETPAY | RETIRED PAY & PERSONNEL |
| RMS | RETIRED PERSONNEL SYSTEM |
| SAS (SET ASSEMBLY) | SET ASSEMBLY SYSTEM |
| SASSY | SUPPORTED ACTIVITIES SUPPLY SYSTEM |
| SNT | SERIAL NUMBER TRACKING |
| SL1-2 | STOCK LIST 1&2 |
| SPEED (MCTSSA) | SYSTEMS PLANNING ENGINEERING AND EVALUATION DEVICE |
| STRAT | WHOLESALE/RETAIL STRATIFICATION |
| TACPHOTO | TACTICAL INTELLIGENCE PHOTOGRAPHIC CAPABILITY |
| TOAM | TACTICAL AIR OPERATIONS MODULE |
| | TRANSPORTATION COORDINATORS AUTOMATED INFORMATION |
| TC-AIMS | FOR MOVEMENTS SYSTEM |
| TCO (IOSV1) | TACTICAL COMBAT OPERATIONS SYSTEM |
| TDMS (MC) | TECHNICAL DATA MANAGEMENT SYSTEM |
| TDRL | TEMPORARY DISABILITY RETIRED LIST |
| TERPES | TACTICAL ELECTRONIC RECONNAISSANCE PROCESSING AND |

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| (AN/TSQ-90E(V)1) | EVALUATION SYSTEM |
| TFDW | TOTAL FORCE DATA WAREHOUSE |
| TFPM | TARGET FORCE PLANNING MODEL |
| TFRS | TOTAL FORCE RETENTION SYSTEM |
| TMR | TABLE OF MANPOWER REQUIREMENTS |
| TMS | TRANSPORTATION MANAGEMENT SYSTEM |
| TRSS | TACTICAL REMOTE SENSOR SYSTEM |
| TSCM | TECHNICAL SURVEILLANCE COUNTERMEASURES (A0380) |
| VMET | VERIFICATION OF MILITARY EXPERIENCE AND TRAINING SYSTEM |
| WEAPONS | WEAPONS SERIAL SYSTEM |
| WRS | WAR RESERVE SYSTEM |
| WSS | WAREHOUSE SUPPORT SYSTEM |
| ACE | AUTOMATED COMPLIANCE EVALUATION |
| CORRS | COMMANDING OFFICERS READINESS REPORT SYSTEM |
| MCRISS | MARINE CORPS RECRUITING INFORMATION SUPPORT SYSTEM |
| TL | TROOP LIST SYSTEM |
| PLMS | PUBLICATIONS LIBRARY MANAGEMENT SYSTEM |
| MCPDS | MARINE CORPS PUBLIC DISTRIBUTION SYSTEM |
| CAS | AXS-ONE ACCOUNTING SYSTEM |
| CB | CONSOLIDATED BANKING |
| CMIS | CONSTRUCTION MANAGEMENT INFORMATION SYSTEM |
| HRIS | HUMAN RESOURCE INFORMATION SYSTEM |
| ICMS | ICMS (TREASURY WORKSTATION) |
| RPOSS | RETAIL POINT-OF-SALE SYSTEM |
| RAMS | ESSENTUS RETAIL MERCHANDISE SYSTEM |
| MDSE | RETAIL MERCHANDISE SYSTEM |
| REC | RECTRAC RECREATION MANAGEMENT SYSTEM |
| FHPOS | FOOD & HOSPITALITY POS SYSTEM |
| AN/UYQ-3A | AIRBORNE DIRECT AIR SUPPORT CENTRAL (A0010) |
| DTAMS (AN/PYQ-1) | DIGITAL TERRAIN ANALYSIS MAPPING SYSTEM (A0504) |
| AN/GSN-14 (GPS-S) | GLOBAL POSITIONING SYSTEM-SURVEY |
| MCPS-O | MARINE CORPS PROMOTION SYSTEM - OFFICER |
| AN/TSQ-84 | COMMUNICATION TECHNICAL CONTROL CENTER (A0311) |
| AN/UPS-3 TDAR | RADAR SET, TACTICAL DEFENSE ALERT |
| | COMPUTER ASSISTED LOGISTICS AND TEST EQUIPMENT |
| AN/TSM-198 (CALTECS) | CALIBRATION SYSTEM (A7420) |
| SARSS | SEPARATION AND RETIREMENT STAFFING SYSTEM |
| ODSE | OPERATIONAL DATA STORE ENTERPRISE |
| TOPOSET | TOPOGRAPHIC SET (A3169) |
| AN/TPS-63 B | MEDIUM RANGE AIR SURVEILLANCE RADAR |
| AN/PSC-2 | DIGITAL COMMUNICATIONS TERMINAL |
| AN/PSC-2A | DIGITAL MESSAGE SYSTEMS |
| AN/TTC-42 | CENTRAL OFFICE TELEPHONE AUTOMATIC |
| AN/UYQ-69(V)2 | INTELLIGENCE ANALYSIS SYSTEM (IAS) SUITE (A0870) |
| TELEPHONE SWITCHES | TELEPHONE SWITCHES, MARINE CORPS |
| AN/TSQ-222 TDN | TACTICAL DATA NETWORK (A2535/A2538) |
| DACT | DATA AUTOMATED COMMUNICATIONS TERMINAL |

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| AN/TYQ-1 TACC | TACTICAL AIR COMMAND CENTER |
| RNET (MFR DB) | RESERVE WIDE AREA NETWORK |
| ACIS 2000 | AUTOMATED CLAIMS INFORMATION SYSTEM 2000 |
| OSS | OPERATIONAL SUPPORT SYSTEMS |
| AN/MSQ-126B | MOBILE TACTICAL COMMAND SYSTEM, MSQ-126B |
| ATLASS PIP | ASSET TRACKING LOGISTICS AND SUPPLY SYSTEM PIP |
| | ASSET TRACKING LOGISTICS AND SUPPLY SYSTEM II+ (PHASE II+) |
| ATLASS II+ | |
| CIHEP | COUNTERINTELLIGENCE AND HUMINT EQUIPMENT PROGRAM |
| CLAWS | COMPLEMENTARY LOW ALTITUDE WEAPONS SYSTEM |
| ABMS | AMMUNITION BUDGETING MANAGEMENT SYSTEM |
| COBRA | COASTAL BATTLEFIELD RECONNAISSANCE AND ANALYSIS |
| DBR | DIGITAL BOARD ROOM |
| DTC | DIGITAL TECHNICAL CONTROL (A0499) |
| ETPS | ELECTRONIC TECHNICAL PUBLICATIONS SYSTEM (ETPS) |
| JECSS | JOINT ENHANCED CORE COMMUNICATIONS SYSTEM |
| JFRG II | JOINT FORCE REQUIREMENT GENERATOR II |
| JSTARS CGS | JOINT SURVEILLANCE TARGET ATTACK RADAR SYSTEM |
| (AN/TSQ-179B(V)2) | (JSTARS) COMMON GROUND STATION (CGS) V2 |
| MAARS II | MARINE AMMUNITION ACCOUNTING AND REPORTING SYSTEM II |
| MPSIDS | MANPACKABLE SECONDARY IMAGERY DISSEMINATION SYSTEM |
| MCMEDS | MARINE CORPS MEDICAL ENTITLEMENTS DATA SYSTEM |
| PES | PERFORMANCE EVALUATION SYSTEM |
| | STORAGE, RETRIEVAL, AUTOMATED TRACKING, INTEGRATED SYSTEM |
| STRATIS | |
| TFSMS | TOTAL FORCE STRUCTURE MANAGEMENT SYSTEM |
| TPC | TOPOGRAPHIC PRODUCTION CAPABILITY |
| AN/MPQ-62 CWAR | CONTINUOUS WAVE ACQUISITION RADAR |
| MRRS | MULTI-ROLE RADAR SYSTEM |
| ROWS | RESERVE ORDER WRITING SYSTEM |
| FIMS II | FINANCIAL INFORMATION MANAGEMENT SYSTEM II |
| TFAS | TOTAL FORCE ADMINISTRATION SYSTEM |
| UD/MIPS | UNIT DIARY MARINE INTEGRATED PERSONNEL SYSTEM |
| IOS (V1/2) | |
| (AN/UYQ-91(V)1/2) | INTELLIGENCE/OPERATIONS SERVER (A0872/A0873) |
| IOW (AN/UYQ-88) | INTELLIGENCE/OPERATIONS WORKSTATION (A0932) |
| TEG-E | TACTICAL EXPLOITATION GROUP-EXPEDITIONARY (A0878) |
| TLDHS | TARGET LOCATION, DESIGNATION, AND HAND-OFF SYSTEM |
| MCEFS | MARINE CORPS ELECTRONIC FORMS SYSTEM |
| MCPEL | MARINE CORPS PUBLICATIONS ELECTRONIC LIBRARY |
| AMS-TAC | AUTOMATED MANIFEST SYSTEM - TACTICAL |
| MCEFS | MARINE CORPS ELECTRONIC FORMS SYSTEM |
| JWS (AN/TSQ-220(V)) | JOINT SERVICES WORKSTATION |
| LMST | LIGHTWEIGHT MULTIBAND SATELLITE TERMINAL |
| TEG-M (AN/MSQ-134) | TACTICAL EXPLOITATION GROUP-MAIN (A0878) |
| | TACTICAL REMOTE SENSOR SYSTEM PRODUCT IMPROVEMENT PROGRAM |
| TRSS PIP | |

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| CAC2S | COMMON AVIATION COMMAND AND CONTROL SYSTEM |
| JWARN | JOINT WARNING AND REPORTING NETWORK |
| ABIS | Activity Based Information System |
| HIMARS | USMC HIGH (b)(4) BILITY ARTILLERY ROCKET SYSTEM |
| MCDL | MARINE (b)(4) PS DISTANCE LEARNING |
| RFMSS | RANGE FACILITY MANAGEMENT SUPPORT SYSTEM |
| SARA | SQUADRON ASSISTANCE RISK ASSESSMENT |
| | TRAINING REQUIREMENTS AND RESOURCES MANAGEMENT |
| TRRMS | SYSTEM |
| | AUTOMATED TRAINING AND READINESS INFORMATION |
| ATRIMS | MANAGEMENT SYSTEM |
| OATMS | OPNAV AVIATION TRAINING MANAGEMENT SYSTEM |
| UOC/COC | UNIT OPERATIONS CENTER/COMBAT OPERATIONS CENTER |
| CLC2S | COMMON LOGISTICS COMMAND AND CONTROL SYSTEM |
| GCSS-MC | GLOBAL COMBAT SUPPORT SYSTEM MARINE CORPS |
| JSLNBCRS | JOINT SERVICE LIGHT NBC RECONNAISSANCE SYSTEM |