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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
M67854-02-A-9017	27-Jun-2002			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE M67854

MCSC CONTRACTING OFFICES
CODE: CTQ
2200 LESTER STREET
QUANTICO VA 22134-6050

TEL: 703-432-3736
FAX: 703-432-3531

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] 8(A)

NAICS: 541330
SIZE STANDARD:

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

12. DISCOUNT TERMS
IAW Proposal

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

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a.CONTRACTOR/ OFFEROR CODE 7W309

JACOBS SVERDRUP,SVERDRUP TECHNOLOGY, INC
GARY THOMAS
1500 LEWIS TURNER BLVD
FT WALTON FL 32547

TEL. 850-657-7700 X211
FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE M67443

DFAS-COLUMBUS CENTER
P.O. BOX 369022
ATTN: KANSAS
COLUMBUS OH 43236-9022

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$500,000,000.00

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
[ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE Jacobs Sverdrup
[X] OFFER DATED 11-Aug-2003 . 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-Jul-2004

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
Judith L. Grant / Contracting Officer
TEL: 703-432-3784 EMAIL: grantjl@mcsc.usmc.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 23

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		500,000,000	Each	$1.00	$500,000,000.00
	Services under GS-23F-0111K FFP				
				NET AMT	$500,000,000.00
	Funded Amount				$0.00

FOB: Destination

BPA TERMS AND CONDITIONS

COMMERCIAL ENTERPRISE OMNIBUS SUPPORT SERVICES

(CEOss)

BLANKET PURCHASE AGREEMENT (BPA) FOR THE

ENGINEERING AND SCIENTIFIC DOMAIN

Pursuant to the General Services Administration (GSA), Federal Supply Schedule (FSS) complete the table with information pertinent to your schedule:

FSS Schedule Number	Title
GS-23F-0111K	Professional Engineering Services

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between _ Sverdrup Technology, Inc. _ and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number _GS-23F-0111K_ and this BPA Number _M67854-02-A-9017_:

The contractor is required to notify the ACSS PCO of any changes made by GSA to the applicable schedule and shall resubmit the updated schedule within 10-days of receipt of the modification.

ADMINISTRATIVE DATA

Primary Point of Contact: (b) (6)

(Complete Name, Title, Corporate Address) 1500 Lewis Turner Boulevard
Ft. Walton Beach, Florida 32547

Electronic mail address and phone number) (b) (6)

Alternate Point of Contact: (b) (6)

17932 Fraley Boulevard, suite 100

	Dumfries, VA 22026
	(b) (6)
Remit to Address:	Sverdrup Technology, Inc.
	PO Box 60489
	Charlotte, NC 28260

What is your business size?	Large
Are you an SBA recognized business concern?	NO. If yes, identify your status.
Enter your CAGE CODE:	7W309
Enter your DUNS NUMBER:	118312784
Enter your TIN:	620510412

(A) AUTHORITY

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (GS-23F-0111K) and FAR 8.404(b)(4).

(B) DESCRIPTION OF THE REQUIREMENT

The BPA holder (hereinafter referred to as the contractor) shall provide a wide range of diverse engineering, configuration/data management, administrative support, security management, acquisition management, test and evaluation, acquisition logistics and financial management support. This BPA is for support to Marine Corps Systems Command (MCSC), including geographically separated units and operating locations as set forth in the Statement of Work (SOW).

(C) STATEMENT OF WORK

The scope of the work to be acquired for this BPA is set forth in the SOW and its domain specific attachments provided at Attachment A of this document.

(D) SECURITY REQUIREMENTS

The security requirements for this BPA will be set forth in the Contract Security Specification Classification (DD Form 254) at the time of BPA award and negotiated with the appropriate business concern (awardee). Attachment B of this document will be completed at the time of award.

(E) ORDERS

1. Based on an initial evaluation of Project Officer requirements (e.g., domain, scope, duration, cost estimate) the ACSS will identify the contractors that appear to offer the best value to the Government. The ACSS intends to post all draft task order requirements for a minimum of five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions, or capabilities statements regarding the draft requirement. At the conclusion of this five-day period a Task Order Proposal Request (TOPR) will be provided to those vendors that have expressed interest in responding to the formal RFQ. Posting the requirement via the ACSS eP^2 system will ensure all aspects of FAR compliance. In addition to written responses, the ACSS office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

The evaluation criteria for all competitive CEOss TOPR's will reflect best practices for performance-based acquisition. The FAR encourages consideration of non-price evaluation factors as part of the best value analysis. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value. After responses have been evaluated against the factors identified in the TOPR, and the contractor's rates have been verified, the order will be placed with the contractor that represents the best value to meet the Government's needs. The selection decision and award recommendation will be responsibility of the ACSS PCO.

2. Requirements for each task order proposal shall be defined at the time of issuance.

3. Upon receipt of any task order issued hereunder by the PCO, the Contractor, pursuant to such an order shall furnish to the Government, services, materials, and data requested at or below the prices set forth in this BPA. Task orders under this BPA shall be issued at the sole option of the Government.

4. It is anticipated that all task orders issued under this BPA shall be accomplished on a firm-fixed price basis as Performance-Based Acquisitions. The contractor shall not exceed the firm-fixed price. Any changes to the firm fixed price will be issued in writing, will set forth any additional obligation incurred by the Government, and shall be signed by the PCO.

5. Incidental Items and Other Direct Costs. Open market (non-supply schedule) items may be added to individual task orders if the items are clearly labeled as such on the order, all applicable acquisition regulations have been followed, and the ACSS contracting officer has determined price reasonableness for the open market items. Open Market items included as ODCs on individual Task Orders are not subject to the GSA Industrial Funding Fee (IFF). The Contracting Officer may request the advice and assistance of other experts, including the Defense Contract Audit Agency (DCAA) to ensure that an appropriate cost analysis is performed. If sufficient information is not available to determine price reasonableness, and the value of the incidental items/ODCs exceeds $550,000, cost or pricing data may be obtained in accordance with FAR 15.403-4. Incidental Items/ODCs may be placed on the task order using Cost Reimbursement type CLINs.

6. Task orders for services and data shall be issued by the PCO in writing, dated and numbered. They shall set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Modifications to task orders may be issued by the PCO. Each task order will allot specific amounts for each CLIN.

7. Task Orders will be generated, awarded and distributed using the ACSS eP^2 system.

8. Upon completion of a task order, any and all excess funds may be removed by the PCO by unilateral modification to the respective task order.

9. The Government reserves the right to not award a task order after issuing a TOPR. All costs associated with the marketing, development, proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable if billed as an ODC, or other charge.

10. The contractor shall submit the technical and price proposals utilizing the ACSS eP^2 system. The media shall be compatible with the Microsoft Office 2000 suite. The Government will provide CEOss BPA holders with eP^2 training.

(F) SUBCONTRACTING AND TEAMING RELATIONSHIPS

Subcontracting and Contractor Team arrangements by FSS contractors are encouraged to ensure mission success, however, proposed arrangements with non-schedule subcontractors must be clearly identified in proposals to the Government. Identification must include the scope of the work to be performed as well as the method of inclusion (i.e. labor category and rates or other direct cost (ODC)). If a task order is awarded to a contractor who proposed a

Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, in the absence of a competitive procurement, the PCO will be required to determine the price reasonableness of the subcontractors proposed rates to validate pricing. The CEOss BPAs will allow fixed fee for Non Schedule subcontracts proposed as ODCs at the discretion of the PCO. Non Schedule fixed fee shall not exceed 8% for subcontracts.

The following table represents possible Teaming Arrangements and methods to subcontract using the CEOss BPA:

Subcontracting / Teaming Arrangements		
If…	**Then…**	**And…**
Two Contractors have GSA Schedules	You can have a Contractor Team Arrangement.	One Prime Contractor will be designated as the Contractor Team Leader (Prime BPA holder).
A team member has a GSA Schedule	The Prime Contractor can propose the team member using the team member's GSA rates **OR** the Prime Contractor can map the team member into it's own GSA rates.	May not add additional fee to the team member's rates above the Prime's schedule rates. Any discount passed to the Prime by the team member can be retained by the Prime or passed in whole or in part to the Government.
A Subcontractor doesn't have a GSA Schedule	The Prime Contractor can map the Subcontractor into it's own GSA rates **OR** The Prime Contractor can propose the Subcontractor as an ODC (subject to PCO prior approval).	Follow the procedures outlined above Up to, but not to exceed 8% fee at the PCO's discretion.

Contractors may only receive a prime BPA award under one (1) of the four domains. However, contractors are permitted to team with any number of vendors in all of the domains. For example, if a contractor receives a prime BPA award under the domain of Engineering and Scientific, they are allowed to be a team member within any of the domains. Additionally, the contractor may participate on as many teams within each of the domains as they can accommodate.

(G) LABOR CATEGORIES AND ACCOMPANYING RATES

The Prime contractor is required to maintain an accurate team file that contains MS Excel format worksheets that list the following information: Prime, Team members, applicable GSA Schedule Numbers, current schedule of GSA labor categories/rates/minimum education/minimum experience qualifications. The Prime Contractor shall keep the information current and update the ACSS upon changes to any element of composition. Utilize the format provided in Attachment C.

(H) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the ordering office (otherwise the Government) to solicit or issue a task order. The ordering office reserves the rights to issue no solicitations, and no task order awards under this BPA.

(I) INVOICING / BILLING PROCEDURES

Contractors shall submit invoices as established by each task order and sent to the Contracting Officer's Representative (COR) identified in the applicable task order for certification. Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 – Contract Terms and Conditions – Commercial Items. Payment will be made by Defense Finance and Accounting Service (DFAS), Kansas City.

(J) BPA TERMINATION

The ACSS PCO may terminate this BPA at any time by providing at least 30 days written notice to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA upon at least 30 days written notice. The parties understand that termination of the BPA does not constitute termination of any impending task order (task order in which the contractor has submitted an otherwise acceptable proposal and selected for award) or active task order issued prior to this the termination notice. Pending or active task orders can only be terminated in accordance with termination provisions set forth in the FSS contract.

(K) ORGANIZATIONAL CONFLICTS OF INTEREST

The PCO and Contracting Officer's Representative (COR) will review issues of OCI prior to issuance of a TOPR. Restrictions may be placed on contractors at the discretion of the Government should issues of OCI be confirmed. Such restrictions shall be consistent with FAR 9.505.

(L) PERFORMANCE MONITORING

Past performance information is relevant for best value determinations. Such information is derived through performance monitoring and includes, the contractor's record of conforming to task order requirements, standards of workmanship, adherence to schedules, performance administration, and reasonable and cooperative behavior. ACSS will use the Contractor Performance Assessment Review (CPAR) process to collect contractor performance information. The dollar threshold for collecting CPAR data is $1,000,000, except where the task order is for Systems or Operations Support, in which case the dollar threshold is increased to $5,000,000. CPAR data may also be prepared for task orders that do not meet the threshold dollar value, and should be completed on any task order where the performance was unsatisfactory or marginal.

(M) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor Hours, ODC's and

Travel/Per Diem. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(N) EXPIRATION DATE

This BPA will continue at the discretion of the Government provided the prime Contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period.

The contractor shall not enter into a task order or respond to a solicitation in which the performance of such is based on an expired GSA schedule.

(O) FOLLOW-ON TASK ORDERS

In the interest of economy or efficiency, the PCO reserves the right to issue directed, follow-on orders, for similar work requirements to any task order previously issued under this BPA. The contractor hereby agrees that the PCO's decision to issue follow-on orders (or not to issue follow-on orders) is not grounds for protest, disputes or appeals.

(P) GOVERNMENT FURNISHED PROPERTY / INFORMATION

The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-4 entitled, "Government Property (Short Form)" clause hereof.

(Q) POST AWARD CONFERENCE

The contractor agrees to attend a post award conference on this BPA or other post award conferences as directed.

(R) CONTRACTOR WEB SITE

It is a material contract requirement that each BPA holder maintain a secure website throughout the period of performance of the contract in order to electronically interact with the ACSS office via eP2. Details of the required interface will be provided upon BPA award and will not require extraneous material resources. Task orders will ONLY be competed and awarded using the eP2 system.

(S) CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

The contractor's proposal submitted in response to this RFQ will be incorporated by reference into the BPA and will be legally binding.

(T) ANNUAL BPA HOLDER ASSESSMENT (OPEN SEASON)

The Government reserves the right to review BPAs annually to determine whether it would be appropriate to reissue a solicitation for the purpose of adding additional BPA holders. At the end each year of performance, the ACSS will assess the quality of performance by each BPA holder and determine if it is in the best interests of the Government to continue with the BPA relationship. If it is in the best interest of the Government, the PCO may announce a new competition to add additional BPA holders. Since long-term business partnering is encouraged, current Prime BPA holders will not be eligible to compete for these contracts. Team members are eligible to compete for these contracts.

(U) BPA CLAUSES

1. All references to Contracting Officer (CO) or Procuring Contracting Officer (PCO) throughout the text of the following clauses shall be construed as a reference to the "PCO."

2. All references to "contract" throughout the text of the following clauses shall be construed as a reference to this "BPA."

I. CLAUSES INCORPORATED BY REFERENCE:

FEDERAL ACQUISITION REGULATION CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

http://farsite.hill.af.mil.
(End of Clause)

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALT I (JUL 1995)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2001)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) [ASTERISK (*) ANNOTATION DENOTES "ZERO"]
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-23	ASSIGNMENT OF CLAIMS (1986)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.242-15	STOP - WORK ORDER (AUG 1989)
52.244-2	SUBCONTRACTS (AUG 1988)
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)

II. Full Text Clauses:

1. FEDERAL ACQUISITION REGULATION CLAUSES

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

2. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CLAUSES

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of $ * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) 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 will not be obligated 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 (i) 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 (i) 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 (i) 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) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	$ ____*____
(month) (day), 200x	$ ____*____
(month) (day), 200y	$ ____*____
(month) (day), 200z	$ ____*____

(End of Clause)

Asterisk (*) annotation denotes: "To be determined in the respective task order."

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of Clause)

(V) LIST OF ATTACHMENTS

A. STATEMENT OF WORK
B. DD FORM 254
C. GSA Schedule Labor Rate/Category Description – Template

ATTACHMENT A

DESCRIPTION / STATEMENT OF WORK

INTRODUCTION

The Marine Corps Systems Command (MCSC) has established the Acquisition Center for Support Services (ACSS) to execute its contractor advisory and assistance services (CAAS) program. This program will be developed and implemented in accordance with commercial buying practices and multiple award considerations that expand the competitive business climate within the Command. This expanded element of competition will objectively provide the MCSC customer base with access to critical technical and analytical skills while maintaining a viable Contractor base to support Command requirements. This program will be embodied in the business model herein described as the Commercial Enterprise Omnibus support services (CEOss)[1] effort.

REGULATORY COMPLIANCE. The primary method for acquiring CAAS support under the CEOss vehicle will be through General Services Administration (GSA) schedule contract Blanket Purchase Agreements (BPAs), as set forth at Federal Acquisition Regulation (FAR) 8.404 and 13.201. This effort also anticipates maximum opportunity for teaming and subcontracting as established at FAR 9.6. Anticipating the impacts of the FY02 Defense Authorization Act, Section 803, CEOss will competitively source technical support requirements on a task order basis across the Command's multiple operating groups. Through the use of e-commerce applications and streamlined procedures for solicitation and award, the CEOss effort will comply fully with FAR 6 provisions for competition and fair opportunity for consideration.

SCOPE. The scope of this effort includes provisions for technical, logistical, and programmatic support of MCSC acquisition programs and ancillary Command operations requirements. Under the current Command structure,[2] each Product Group (PGD) will have ordering autonomy through the CEOss business vehicle as well as the responsibility for defining a support organization based upon their respective business models. Each PGD requires both general and specialized engineering, logistics, analytical support, and acquisition expertise respective of their missions. Under the charter of the Command's ACSS organization, PGD service requirements will be competitively awarded as task orders under four (4) principal domains: Engineering and Scientific, Acquisition, Logistics and Administration, Business and Analytical, and Specialty Engineering. Task orders will not be segregated by domain and will require Contractors to provide a comprehensive capability to support requirements that span all four of the support areas. Release of a competitive task order into a specific domain will be governed by the nature of the work, preponderance of the technical requirements, and other considerations.

REQUIREMENTS

WORK LOCATION. The CEOss program will support service requirements across each of the Command's primary commodity areas as well as itinerant requirements from other organizations, internal and external to Quantico, VA. Locations of work will be designated in each task order and shall include performance at Government, prime contractor, or subcontractor facilities. No permanent positions will be established at MCSC for Contractor personnel (i.e., facilitization). Some task order support may be required, full or part time at other geographic locations. Travel to other Government or contractor facilities may be required and will be specified in each task order. External requirements are likely to include support for operations at

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[1] This information is depicted in the associated CEOss briefings and on the MCSC web site.

[2] Detailed information regarding the MCSC organization is also available on the web site.

MCLB Albany, GA; PM Training Systems at Orlando, FL; Marine Corps Tactical Systems Support Activity (MCTSSA) at Camp Pendleton, CA; and MCLB Barstow, CA. Administration of travel shall be in accordance with the procedures of this agreement. Local travel will be reimbursed only from the prime Contractor facility to the place of work, not from individual residences or subcontractor locations (i.e., commuting). Unauthorized travel will not be reimbursed.

PHYSICAL RESOURCES. The Contractor shall have all necessary equipment, models, tools, software applications, and other resources necessary to execute performance of task orders. No additional charges (e.g., ODC's) will be made to the government for procurement of equipment, software, or other tools necessary to perform task orders following their award.

MANAGEMENT AND ADMINISTRATION. The Contractor shall provide the necessary resources and infrastructure to manage and administer any resulting BPA. The selection of teaming partners, subcontractors, facilities, and other business considerations is discretionary on the part of the Contractor. Participating prime Contractors shall be required to establish a web site in accordance with CEOss electronic procurement guidelines and to maintain that web site throughout their participation. The primary method for soliciting and awarding task orders shall be through the ACSS Electronic Procurement Portal (eP^2). Training will be provided to prime Contractor personnel responsible for maintaining this capability. Labor and equipment costs associated with the eP^2 capability will not be reimbursed as direct charges.

PERSONNEL AND TRAINING. The Contractor shall be responsible for employment, training, guidance, and supervision of qualified personnel performing any resulting task orders. The Contractor shall accomplish the assigned work by employing and utilizing qualified personnel possessing an appropriate combination of education, training, and experience, as defined by their GSA schedule labor categories. No waivers will be proposed or considered. Non-compliance with labor qualifications under the BPA will result in termination of the agreement. The Contractor shall not bill the Government as a direct charge for employee time spent in training, or for the training itself. Training of Contractor employees in subjects unique to the Government (i.e., subjects exceeding accepted qualification levels) must have prior approval by the ACSS Contracting Officer. As set forth in the individual task orders, appropriate levels of clearance may be required.

SECURITY. A DD 254 will identify requirements for storage, access, and handling of classified materials. Security management, inclusive of retention of clearances and document handling/storage are to be considered as part of the contractor's indirect base. The final DD 254 will be completed upon BPA prime Contractor award.

CONTRACT ADMINISTRATION. The Contractor shall establish processes and assign appropriate resources to effectively administer the resulting BPA. This shall include management of task orders, personnel actions, subcontractor management, finance, and Government interface with ACSS and PGD staff. At all times, the prime Contractor shall be responsible for the actions of their teaming partners and subcontractors.

TECHNICAL PERFORMANCE. The Contractor is responsible for providing a competent management staff capable of handling the responsibilities of task order execution and coordination of team resources. Task leads may be appointed from any team member, however the technical cognizance associated with performance remains with the prime Contractor. The prime Contractor is responsible for all personnel resources, performance quality, and deliverables associated with a task order.

GOVERNMENT RESPONSIBILITIES. Within each PGD, or at the appropriate task order level, a designated Government technical lead (i.e., Contracting Officer's Representative) will be assigned. This individual may have cognizance over single or multiple tasks, and execute responsibilities related to technical oversight of performance, deliverable acceptance, invoice certification, and coordination of follow-on work efforts. The ACSS PCO will interface with Prime Contractor representatives for payment and

administration. The ACSS office will coordinate contractual issues related to prime Contractor performance relative to the CEOss effort. Contractors are responsible for maintaining their GSA schedules and providing updates to changes in prices, composition of labor, scope, or other matters that affect CEOss performance within 10-days of the action.

EXECUTION

The Contractor shall establish appropriate offices and facilities necessary to support their operations under the CEOss program. As task orders are generated and awarded, the Contractor will be required to accommodate expansion of service capabilities to meet customer demand. While the variety of services required under this domain are generally known, the specific tasks to be ordered and accomplished over the coming years, as well as their distribution across the Command, are not specifically defined. As an acquisition Command, MCSC is responding to growing responsibilities for life cycle support of its systems, comprehensive engineering support, and scientific analytical support. The continuing emergence and rapid adoption of new technologies, particularly as they impact both developing and fielded items, strongly suggest that support services tasks will consider the full range of technical disciplines encompassed by logistics, systems engineering, business and analysis, program management, and test and evaluation. The scope of performance is provided in the following:

- Engineering and Scientific. Details are provided at Attachment 1 of this SOW.
- Specialty Engineering. Details are provided at Attachment 2 of this SOW.
- Business and Analytical. Details are provided at Attachment 3 of this SOW.
- Acquisition, Logistics and Administration. Details are provided at Attachment 4 of this SOW.

Attachment 1

Engineering and Scientific Domain

APPLICABLE SCHEDULES. Prime Contractors performing work under this domain shall be current holders of valid GSA Schedule 70, 871, or 874 contracts. At the discretion of the prime Contractor, subcontracting relationships and teaming arrangements may be established to support technical requirements within this domain, or to provide more comprehensive capabilities across each of the other three (3) domains. Teaming partners must hold a current, valid GSA schedule considered applicable in the respective domains. Subcontractors are required to use the prime Contractor's schedule rates unless they are otherwise bid as an ODC (which requires prior approval of the PCO).

REQUIREMENTS. Prime Contractors are responsible for providing qualified support staff and management compliant with their associated GSA schedules at the prices agreed upon at the time of BPA award. Subsequent discounts will be considered during the task order competition and award process. Specific performance details will be defined in the individual task orders. Performance-Based Acquisition methods will be employed to the maximum extent practicable.

SCOPE. In accordance with the terms and conditions of the applicable schedule, the prime Contractor shall provide, on a task order basis, the scope of capabilities, labor skills, and other resources required to support MCSC programs. This domain includes, but is not limited to:

Strategic planning for technology programs	Concept development / requirements analysis
Technical studies and analysis	Combat systems engineering assessments
Technology assessments	Documentation / Reports / Plans
Risk analysis and recommendations	IPT support and PGD advisory assistance
Safety and environmental analysis	Commodity-specific engineering support
Logistics engineering assessments	Modeling and simulation support
Specification development	Test and evaluation support
Acquisition engineering (e.g., reviews / audits / DoD 5000 compliance)	Independent engineering assessments
Process assessments	Integration of systems / subsystems
Design trades and cost benefit analysis	Life cycle support analysis
Training and human factors support	Other systems engineering activities

Task orders issued under this domain must illustrate a >50% scope of performance associated with the activities described. Task orders may also include additional requirements that span the scope of performance defined in other domains, however such performance must constitute <50% of the total performance effort.

ADMINISTRATION. Individual task orders will specify performance requirements, deliverables, associated timelines, points of contact, inspection and acceptance criteria, period of performance, and other administrative details.

Attachment 2

Specialty Engineering Domain

APPLICABLE SCHEDULES. Prime Contractors performing work under this domain shall be current holders of valid GSA Schedule 70, 871, 899, 873, or 874 contracts. At the discretion of the prime Contractor, subcontracting relationships and teaming arrangements may be established to support technical requirements within this domain, or to provide more comprehensive capabilities across each of the other three (3) domains. Teaming partners must hold a current, valid GSA schedule considered applicable in the respective domains. Subcontractors are required to use the prime Contractor's schedule rates unless they are otherwise bid as an ODC (which requires prior approval of the PCO).

REQUIREMENTS. Prime Contractors are responsible for providing qualified support staff and management compliant with their associated GSA schedules at the prices agreed upon at the time of BPA award. Subsequent discounts will be considered during the task order competition and award process. Specific performance details will be defined in the individual task orders. Performance-Based Acquisition methods will be employed to the maximum extent practicable.

SCOPE. In accordance with the terms and conditions of the applicable schedule, the prime Contractor shall provide, on a task order basis, the scope of capabilities, labor skills, and other resources required to support MCSC programs. This domain includes, but is not limited to:

Specialized Information Technology services and software development	Emerging technology assessments and specialized engineering
Specialized Technical studies and analysis	Combat systems engineering assessments
Technology assessments	Documentation / Reports / Plans
Risk analysis and recommendations	IPT support and PGD advisory assistance
Safety and environmental analysis	Commodity-specific engineering support
Logistics engineering assessments	Modeling and simulation support
Specification development	Test and evaluation support
Laboratory testing and analysis	Independent engineering assessments
Process assessments	Integration of systems / subsystems
Design trades and cost benefit analysis	Other specialty engineering services

Task orders issued under this domain must illustrate a >50% scope of performance associated with the activities described. Task orders may also include additional requirements that span the scope of performance defined in other domains, however such performance must constitute <50% of the total performance effort.

ADMINISTRATION. Individual task orders will specify performance requirements, deliverables, associated timelines, points of contact, inspection and acceptance criteria, period of performance, and other administrative details.

Attachment 3

Business and Analytical Domain

APPLICABLE SCHEDULES. Prime Contractors performing work under this domain shall be current holders of valid GSA Schedule 69, 520, 874 contracts. At the discretion of the prime Contractor, subcontracting relationships and teaming arrangements may be established to support technical requirements within this domain, or to provide more comprehensive capabilities across each of the other three (3) domains. Teaming partners must hold a current, valid GSA schedule considered applicable in the respective domains. Subcontractors are required to use the prime Contractor's schedule rates unless they are otherwise bid as an ODC (which requires prior approval of the PCO).

REQUIREMENTS. Prime Contractors are responsible for providing qualified support staff and management compliant with their associated GSA schedules at the prices agreed upon at the time of BPA award. Subsequent discounts will be considered during the task order competition and award process. Specific performance details will be defined in the individual task orders. Performance-Based Acquisition methods will be employed to the maximum extent practicable.

SCOPE. In accordance with the terms and conditions of the applicable schedule, the prime Contractor shall provide, on a task order basis, the scope of capabilities, labor skills, and other resources required to support MCSC programs. This domain includes, but is not limited to:

Program management support	Analytical support for MCSC programs
Business / technical studies and analysis	Procurement planning and support
Complex business assessments	Documentation / Reports / Plans
Risk analysis and recommendations	IPT support and PGD advisory assistance
Design trades and cost benefit analysis	Life cycle support analysis
Training services and course development	Modeling and simulation support
Financial and cost analysis	Audit services
Business management improvement	Consulting services
On-site instruction and facilitator services	Other business and analytical services

Task orders issued under this domain must illustrate a >50% scope of performance associated with the activities described. Task orders may also include additional requirements that span the scope of performance defined in other domains, however such performance must constitute <50% of the total performance effort.

ADMINISTRATION. Individual task orders will specify performance requirements, deliverables, associated timelines, points of contact, inspection and acceptance criteria, period of performance, and other administrative details.

Attachment 4

Acquisition, Logistics and Administration Domain

APPLICABLE SCHEDULES. Prime Contractors performing work under this domain shall be current holders of valid GSA Schedule 874, or 874V contracts. At the discretion of the prime Contractor, subcontracting relationships and teaming arrangements may be established to support technical requirements within this domain, or to provide more comprehensive capabilities across each of the other three (3) domains. Teaming partners must hold a current, valid GSA schedule considered applicable in the respective domains. Subcontractors are required to use the prime Contractor's schedule rates unless they are otherwise bid as an ODC (which requires prior approval of the PCO).

REQUIREMENTS. Prime Contractors are responsible for providing qualified support staff and management compliant with their associated GSA schedules at the prices agreed upon at the time of BPA award. Subsequent discounts will be considered during the task order competition and award process. Specific performance details will be defined in the individual task orders. Performance-Based Acquisition methods will be employed to the maximum extent practicable.

SCOPE. In accordance with the terms and conditions of the applicable schedule, the prime Contractor shall provide, on a task order basis, the scope of capabilities, labor skills, and other resources required to support MCSC programs. This domain includes, but is not limited to:

Program management support
Business / technical studies and analysis
Complex business assessments
Risk analysis and recommendations
Logistics trades and cost benefit analysis
Training services and course development
General administrative support
Distribution and transportation analysis
Supply chain management
Analytical support for MCSC programs
Procurement planning and support
Documentation / Reports / Plans
IPT support and PGD advisory assistance
Life cycle support analysis
Modeling and simulation support
Acquisition logistics
Logistics training
Business management and improvement

Task orders issued under this domain must illustrate a >50% scope of performance associated with the activities described. Task orders may also include additional requirements that span the scope of performance defined in other domains, however such performance must constitute <50% of the total performance effort.

ADMINISTRATION. Individual task orders will specify performance requirements, deliverables, associated timelines, points of contact, inspection and acceptance criteria, period of performance, and other administrative details.

ATTACHMENT B

DD254

TO BE PROVIDED UPON BPA AWARD

ATTACHMENT C

GSA Schedule Labor Rate/Category Description – Template

VENDOR NAME AND GSA SCHEDULE NUMBER								
Labor Category	Qualifications		Labor Rates					
	Minimum Education	Minimum Experience	2002	2003	2004	2005	2006	2007