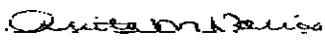


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M0008807RCSF626		PAGE 1 OF 12			
2. CONTRACT NO. M67854-02-A-9018		3. AWARD/EFFECTIVE DATE 27-Nov-2006		4. ORDER NUMBER 0012		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY MARCORSYS COM 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		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
17a. CONTRACTOR/OFFEROR DCS CORPORATION PERRY GANN 1330 BRADDOCK PLACE ALEXANDRIA VA 22314 TEL. 571-227-6192		CODE 1P418		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022		CODE M67443		13b. RATING	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
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) \$400,000.00			
<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 DCS Proposal <u>07-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		
							27-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
SEE SCHEDULE					

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Monthly Labor Report for Aviation Support Logistics T-AVB class renewal shall be performed in accordance with the attached Statement of Work and the Contractor's Proposal dated 07 November 2006. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN AV - M0008807RCSP626 FFP FOB: Destination MILSTRIP: M0008807RCSP626 PURCHASE REQUEST NUMBER: M0008807RCSP626	352,008	Each	\$1.00	\$352,008.00
NET AMT					\$352,008.00
ACRN AV					\$352,008.00
CIN: M0008807RCSP6260001AA					

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 AV - M0008807RCSP626 FFP FOB: Destination MILSTRIP: M0008807RCSP626 PURCHASE REQUEST NUMBER: M0008807RCSP626	47,992	Each	\$1.00	\$47,992.00
NET AMT					\$47,992.00
ACRN AV					\$47,992.00
CIN: M0008807RCSP6260002AA					

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 27-NOV-2006 TO 26-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

AV: 177110627B0 000 00027 067443 2D 000000
 COST CODE: 08807RCSP626
 AMOUNT: \$400,000.00
 CIN M0008807RCSP6260001AA: \$352,008.00
 CIN M0008807RCSP6260002AA: \$47,992.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0012 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and Cost Reimbursable for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 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
AV	352008.00	47992.00	0.00	\$400,000.00
Total	\$352,008.00	\$47,992.00	\$0.00	\$400,000.00

The total amount of funding available for payment under this task order is **\$400,000.00**

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 Donald D. Evans (703) 693-9798
Donald.d.evans@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.),

Data entry information for WAWF:
Payment Office DoDAAC: M67443
Admin Office DoDAAC: M67854
Service Acceptor DoDAAC: M67854 Extension ACSS
Contractor Number: M67854-02-A-9018
Task Order: 0012

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

CLIN 0001 <u>Modify Delete</u>	Total
12/27/2006	29334.0
01/27/2007	29334.0
02/26/2007	29334.0
03/28/2007	29334.0
04/27/2007	29334.0
05/28/2007	29334.0
06/27/2007	29334.0
07/28/2007	29334.0
08/27/2007	29334.0
09/27/2007	29334.0
10/27/2007	29334.0
11/27/2007	29334.0
Total	\$352,008.00

7. DELIVERY DESTINATION:

Deputy Commandant for Aviation (ASL)
3000 Marine Corps Pentagon
Room (5E542)
Washington, DC 20350-3000

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 one (1) year, beginning 27 November 2006, with the possibility for one (1) additional term contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

SECTION THREE

Statement of Work for T-AVB Technical Support and Liaison

Engineering and Scientific

1.0 Scope. The scope of this effort is to provide technical support to the Avionics Officer, Aviation Support Logistics (ASL-34), Headquarters, United States Marine Corps (HQMC), for the T-AVB class of aviation logistics support ships on both the east and west coast, as well as to their OPFOR users at 2d and 3d Marine Aircraft Wings (MAWs). The principal application used to support T-AVB operations is the government-owned, T-AVB Automated Load Planning System (TALPS), requiring incremental upgrades (e.g., releases), documentation updates, and personnel training for OPFOR users. This SOW defines the scope of necessary support for mission-critical Marine Corps logistics systems, requiring the Contractor to provide project management; T-AVB operations support, TALPS software maintenance and documentation, and on-site liaison with 2d MAW personnel and 3d MAW personnel. Additional requirements include maintaining the Quantico-based, T-AVB web site (<http://www.tavb.com/>) and providing informal help desk support to the user population.

1.1 Background. The T-AVB class of ship serves as a transport vessel for USMC Mobile Facilities (MFs); providing maintenance shelters, equipment, and parts to maintain USMC aircraft during deployments. Due to the dynamic nature of personnel movement (e.g., turnover), recurring training requirements exist to ensure OPFOR personnel maintain T-AVB operational proficiency. Training is focused primarily on the use of TALPS to create safe load plans for either "transport" or "operational" modes aboard the T-AVB. TALPS takes into account MF requirements for power, water and HVAC sources, and creates a preferred loading sequence for equipment. Developed for Headquarters Marine Corps, Aviation Support and Logistics, (HQMC/ASL), TALPS is recognized as an approved "Safe Loading Instrument" by the American Bureau of Shipping. TALPS Version 3.0 is currently in operational use and has recently undergone NMCI certification. Additionally, TALPS is undergoing migration (planned through FY06) to the Military Traffic Management Command's, Integrated Computerized Deployment System (ICODES). ICODES is a decision-support system that applies the Integrated Cooperative Decision-Making (ICDM) framework to the area of ship stowplanning. It is designed to satisfy the focused stowplanning demand of the U.S. Army and the U.S. Marine Corps by assisting personnel at the port to react quickly and efficiently to changing transportation requirements. As a ship load planning software tool, ICODES utilizes artificial intelligence (AI) principles and techniques to assist embarkation specialists in the rapid development of cargo stow plans.

2.0 General Requirements. The Contractor shall provide continuous support for the T-AVB support initiatives as generally aligned with the Work Breakdown Structure (WBS) percentage stipulated:

Activity	Anticipated Percentage	Para	Metric
• Training and Technical Support	70%	2.1.1	
• TALPS Application Support	25%	2.1.2	QASP
• Management and Administration	5%	2.1.3	

The scope of work associated WBS task activities will vary by precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical and management expertise to support ongoing efforts delineated by WBS

activity, as well as minor variances in the scope of effort. The Contractor shall also appoint a technical manager to coordinate attendant 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. Training and Technical Support. The T-AVB office is responsible for executing a comprehensive support program that includes TALPS training, Subject Matter Expertise (SME) at various professional forums, liaison with other activities (e.g., Maritime Administration, US Army, etc.), and technical support for OPFOR¹ exercises and deployments. Key facets of this support include editorial control of the "Yellow Book," written for OPFORs on each coast, compliance with the Marine Corps Publications (MCP) format, comprehensive training based upon TALPS version releases, and on-site technical support at 2d and 3d MAW. The Contractor is responsible for supporting these activities with technical cognizance of the TALPS application, ensuring the currency of training materials and web site content, and providing expertise in response to OPFOR requirements. Essential support includes maintaining accuracy of the "Yellow Book(s)," managing training requirements to user ensure efficiency, and providing expertise to resolve both Marine Corps and external agency issues affecting the employment of TALPS. Ancillary requirements include providing on-site SME technical support to the Aviation Logistics branch at 2d MAW and 3d MAW to ensure user proficiency, coordinate training and deployment support, and assist with TALPS employment during exercises and activations.

2.1.2 TALPS Application Support. The T-AVB office is responsible for supporting the TALPS application with version updates, documenting changes, updating training materials, and providing SMEs in response to OPFOR technical and operational requirements. Key facets of this support include continuing efforts to migrate from the Prolog-based application to the objective ICODES environment, ad-hoc web site maintenance and updates, and technical / help-desk support in response to OPFOR inquiries. The Contractor is responsible for providing expert technical support to ensure the migration objectives of the TALPS schedule, as well as incremental version releases, are coincident with user requirements. Support efforts include Prolog programming fixes, updates to system documentation, inputs to training media / materials, and maintenance of an up-to-date repository of information via both the T-AVB web site and Yellow Books. Quality standards for software development and management are discretionary on the part of the Contractor based upon best commercial practices.

2.1.3 Management and Administration. The T-AVB office responsible for establishing a cohesive management organization and support framework to execute program initiatives and provide overall support to meet T-AVB objectives. This includes liaison with collateral agencies and OPFORs, compliance with DoD initiatives (e.g., ICODES), and coordination of user conferences and related professional working groups. Supporting actions include development of task order work packages; WBS management; management of project schedules and deliverables; office and administrative support; and coordination of Contractor resources to execute defined objectives. The Contractor is responsible for supporting 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

¹ OPFORs refers to current user units at 2d and 3d MAW.

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 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. Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC. Local travel for both prime and team members are reimbursed only from the prime vendor facility to the Pentagon and will be reimbursed in accordance with the Joint Travel Regulations. Government on-site support for SME's at 2d MAW, MCAS Cherry Point, NC, and 3rd MAW, MCAS Miramar, CA will provide office space and necessary tools (desk, phones, network accounts, etc.,) to execute anticipated responsibilities.

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 T-AVB program support task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

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

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

- Approve priorities of support, resources, and associated schedules.

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

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

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

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

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

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

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

Training and Technical Support. The Contractor will be evaluated on the quality of their training support products and applied staff capabilities to accomplish the milestones delineated by priority in the statement of work.

TALPS Application Support. The Contractor will be evaluated on the quality of their TALPS application support products and applied staff capabilities to accomplish the milestones delineated by priority in the statement of work.

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

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

Enclosure 1
PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level ²	Method of Surveillance
Training and Technical Support	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
TALPS Application Support	2.1.2	Acceptable performance has been met when the Contractors TALPS application support is in compliance with program goals and has been 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

² Numerical values for the adjectival ratings are: >.95 – Excellent – Exceeds standard compliance; .85 - .95 standard compliance – Acceptable; and <.85 – unacceptable. For the first award term, a contractor must receive a rating of .85 or greater. To qualify for a second award term, a contractor must receive a rating of .95 or greater.

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

1. REQUISITION NUMBER
SEE SCHEDULE

2. CONTRACT NO. **M67854-02-A-9018** 3. AWARD/EFFECTIVE DATE **02-Mar-2007** 4. ORDER NUMBER **0013** 5. SOLICITATION NUMBER

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

9. ISSUED BY **MARCORSYSCOM**
 2200 LESTER STREET
 QUANTICO VA 22134-6050
 CODE **M67854**
 TEL: 703-432-3773
 FAX: 703-432-3534

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 541330
 SIZE STANDARD:

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

12. DISCOUNT TERMS
 Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE

SEE SCHEDULE **SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE **1P418**
 DCS CORPORATION
 PERRY GANN
 1330 BRADDOCK PLACE
 ALEXANDRIA VA 22314
 TEL. 571-227-6192
 FACILITY CODE

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

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

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

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

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$457,052.00

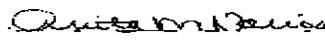
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

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 DCS OFFER DATED 20-Feb-2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


31c. DATE SIGNED
 02-Mar-2007

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 ANITA M. NORRIS / CONTRACTING OFFICER
 TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil

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

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

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Labor Report FFP Net Enabled Command Capability (NECC), Component Program Managment Office (CPMO) systems engineering and development services shall be performed in accordance with the attached Statement of Work and the Contractor's Proposal dated 20 February 2007 FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN AW - M9545007RCR7CH1 FFP FOB: Destination MILSTRIP: M9545007RCR7CH1 PURCHASE REQUEST NUMBER: M9545007RCR7CH1	126,017	Each	\$1.00	\$126,017.00

NET AMT	\$126,017.00
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ACRN AW	\$126,017.00
CIN: M9545007RCR7CH10001AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	ACRN AX - M9545007RCR7CF6 FFP FOB: Destination MILSTRIP: M9545007RCR7CF6 PURCHASE REQUEST NUMBER: M9545007RCR7CF6	140,675	Each	\$1.00	\$140,675.00

NET AMT \$140,675.00

ACRN AX \$140,675.00
CIN: M9545007RCR7CF600010001AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Labor - Incrementally Funded FFP See Limitation of Government Obligation Clause, Section Two FOB: Destination	181,377	Each	\$1.00	\$181,377.00

NET AMT \$181,377.00

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 AW - M9545007RCR7CH1 FFP FOB: Destination MILSTRIP: M9545007RCR7CH1 PURCHASE REQUEST NUMBER: M9545007RCR7CH1	8,983	Each	\$1.00	\$8,983.00
NET AMT					\$8,983.00
ACRN AW CIN: M9545007RCR7CH10002AA					\$8,983.00

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
0001AC	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 15-MAR-2007 TO 14-MAR-2008	N/A	N/A FOB: Destination				
0001AA	N/A	N/A	N/A				N/A
0001AB	N/A	N/A	N/A				N/A
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

AW: 1771319M7KC 260 67854 067443 2D C2273L
 COST CODE: 7RCR7CH1111W
 AMOUNT: \$135,000.00
 CIN M9545007RCR7CH10001AA: \$126,017.00
 CIN M9545007RCR7CH10002AA: \$8,983.00

AX: 1771319M7KC 250 67854 067443 2D C2270F
 COST CODE: 45007RCR7CF6
 AMOUNT: \$140,675.00
 CIN M9545007RCR7CF600010001AB: \$140,675.00

AWARD TERMS AND CONDITIONS

SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0013 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for 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
AW	126017.00	8983.00	0.00	\$135,000.00
AX	140675.00	0.00	0.00	\$140,675.00
Total	\$266,692.00	\$8,983.00	\$0.00	\$275,675.00

The total amount of funding available for payment under this task order is: **\$275,675.00.**

- 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:

LtCol Brian Elstad, 703-882-2264

Brian.Elstad@disa.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-9018

Task Order: 0013

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

CLIN 0001 Modify Delete	Total
04/14/2007	37339.0
05/15/2007	37339.0
06/14/2007	37339.0
07/15/2007	37339.0
08/14/2007	37339.0
09/14/2007	37339.0
10/14/2007	37339.0
11/14/2007	37339.0
12/14/2007	37339.0
01/14/2008	37339.0
02/13/2008	37339.0
03/14/2008	37340.0
Total	\$448,069.00

7. DELIVERY DESTINATION:

Commander MARCORSSYSCOM
 PG / MC21 ATTN: Brian.Elstad
 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 **15 March 2007**, with the possibility for two (2) 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 **\$266,692.00** 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	\$275,675.00
NTE 09/15/2007	\$69,360.00
NTE 12/15/2007	\$112,017.00
TOTAL	\$457,052.00

SECTION THREE
STATEMENT OF WORK FOR
MARINE AIR GROUND TASK FORCE, COMMAND AND CONTROL WEAPONS AND SENSOR
DEVELOPMENT AND INTEGRATION SUPPORT, NET ENABLED COMMAND CAPABILITY DEVELOPMENT
SUPPORT

Engineering & Scientific

1.0 Scope. The scope of this effort is to provide on-going engineering and technical support to the MAGTF C2 Weapons and Sensors Development and Integration (MC2I), and the United States Marine Corps (USMC) Net Enabled Command Capability (NECC) Component Program Management Office (CPMO) systems engineering and development efforts. Key events requiring Contractor support include providing engineering product support (e.g., technical assessment, systems engineering) for the NECC CPMO initiatives and updating technical and program documentation to be used in preparation for a cohesive, integrated Joint NECC Program 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. This effort will focus on the NECC as the DoD's principal command and control capability that will be accessible in a net-centric environment and focused on providing the commander with the data and information needed to make timely, effective and informed decisions.

1.1 Background. NECC is the Joint system replacement for the Global Command and Control System (GCCS-J, GCCS-A, GCCS- AF, GCCS-M). Based upon a Services Oriented Architecture (SOA), NECC Program intends to deliver C2 enhancements to the Warfighter quicker than was previously available. The enhancements will be expedited by packaging/repackaging current C2 systems/ "services" into a web based format compliant with the standards and processes set out for the SOA. These "services" will be modified/developed and certified for use through the Federated Development and Certification Environment (FDCE). The modification and/or development of NECC services will be done by the Components (Army, Navy, Air Force & Marine Corps) to their existing C2 programs. Initially this will be performed through an Evaluation Capability Module (ECM) Piloting program in accordance with the Defense Information Systems Agency's (DISAs) "ABC" philosophy (Adopt-before-Buy, Buy-before-Create). Key to ABC is adaptation of commercial best practices, architectures and standards for C2. The implementation of this SOA and its component programs/"services" will mirror the normal milestones/events from DoD 5000 with some tailoring. The Joint C2 Capability draws from the C2 community to evolve current and provide new C2 capabilities into a fully integrated, interoperable, collaborative Joint solution. Warfighters can rapidly adapt to changing mission needs by defining and tailoring their information environment and drawing on capabilities that enable the efficient, timely and effective command of forces.

2.0 General Requirements. The Contractor shall provide continuous support for USMC NECC CPMO mission initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage		Para	Metric
• Programmatic and Technical Support	40%	2.1.1	Reference: QASP
• Systems Engineering Support	55%	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.

2.1.1. Programmatic and Technical Support. The USMC NECC CPMO is responsible for all technical and support activities necessary to assist with the definition, development, and deployment of a Joint system (NECC) consistent with the standards and policies set forth by the NECC JPEO/JPMO, and interoperable/integrated with the MAGTF C2 common Software baseline. Within this framework are requirements for implementation of technical capabilities that will ensure the interoperability of MAGTF C2 common Software baseline with the planned NECC architecture. Such actions include providing continuous support for USMC NECC Component Program Management Office initiatives to include IPT support (to include meeting minutes and dissemination of information to all stakeholders) for specific acquisition and program control activities. The Contractor shall be responsible for coordinating, scheduling and resolution of acquisition and program control requirements and processes. This includes assisting the JPMO in the development of the Joint Acquisition Strategy and relevant program control document generation (e.g. CARD). Additionally, the Contractor will be expected to perform technical (engineering) and business (program management, assessment of best practices, commercial product assessments etc.) analyses of the processes and products stemming from the working groups in order to assess their interoperability with, integration and risk to USMC PORs and C2 strategy. The resultant decision by the government representative will be coordinated with the affected (internal stakeholders) USMC PORs and their designated representatives. Recommendations of USMC positions on salient issues (MOAs, changes to NECC acquisition strategy, etc.) as well as coordination with affected external stakeholders (by government representative). This will require participation in multiple technical working groups to represent program interests (including DISA and Joint forums), as well as generating technical position papers and inputs to acquisition documents (Program Plans and Schedules).

2.1.2 Systems Engineering Support. The USMC NECC CPMO 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 must be considered as complementary elements. The Contractor shall support the preparation of program documentation related to Component Program Management Office engineering-centric acquisition requirements (e.g. SAMP, SEP, TEMP) as well as active observation of FDCE and associated test events as delineated by the government representative. Overarching objectives of this effort are to ensure compliance with program requirements (e.g., specifications, web-based standards, safe and ready requirements, DISA impacts to MAGTF C2 assets, analytical review of interoperability requirements, and representation at technical forums). The Contractor is responsible for supporting these issues with systems engineering (e.g. integrated architecture, Joint Systems Concepts) 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 DITSCAP and Information Assurance planning, inclusive of the associated documentation, participation in multiple technical working groups to represent program interests and generating technical position papers to support USMC positions. 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 and WIPTs (e.g. Architecture, Systems Engineering, and Program Control), providing expert knowledge of Joint Architecture initiatives, risk management, and IT engineering support.

2.1.3. **Technical Management & Administration.** The USMC NECC CPMO is responsible for establishing a cohesive technical management framework that ensures POR requirements and implementations are consistent with and executed to be interoperable and integrated with Joint priorities. 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. The USMC NECC CPMO 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. Optimal primary support facilities will be located in the vicinity of the NECC CPMO at DISA, 5275 Leesburg Pike, Falls Church, VA 22041. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates and will not be reimbursed separately. Further, if specific equipment models, software applications, or related support items are to be included as separate ODCs, these items must be identified in the Contractor's proposal at the time of submission for consideration and pricing purposes. Local travel is authorized and travel to operational sites (principally CONUS) will be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

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 MC2S PM 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 MC2S PM 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:

Programmatic and Technical Support. The Contractor will be evaluated on the product quality of their technical and acquisition support to the USMC NECC CPMO. This also includes assessment methodology, documentation, and successful close out of administrative IPT action items.

Systems Engineering Support. The Contractor will be evaluated on product quality of their systems engineering and analysis of their findings to the USMC NECC CPMO representative. This includes draft and final products, quality of analytical findings, and presentations.

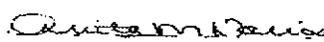
Technical Management & Administration. The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This includes the 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 Level ¹	Method of Surveillance
Programmatic and Technical Support.	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
Systems 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
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 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		PAGE 1 OF 15				
2. CONTRACT NO. M67854-02-A-9018		3. AWARD/EFFECTIVE DATE 19-Apr-2007		4. ORDER NUMBER 0015		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 DCS CORPORATION PERRY GANN 1330 BRADDOCK PLACE ALEXANDRIA VA 22314 TEL. 571-227-6192			CODE 1P418	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) \$667,579.00				
<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 DCS OFFER DATED <u>18-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			
							19-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
SEE SCHEDULE					

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

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

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

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

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP Theater Medical Information Program (TMIP) engineering and scientific support services shall be provided in accordance with the attached Statement of Work and the contractor's proposal dated 18 April 2007. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN BA - M6785407RCAPC43 FFP FOB: Destination MILSTRIP: M6785407RCAPC43	263,582	Each	\$1.00	\$263,582.00

NET AMT	\$263,582.00
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ACRN BA CIN: M6785407RCAPC430001AA	\$263,582.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Labor - Incremental Funding FFP See "Limitation of Government Obligation" clause - Section 2 FOB: Destination	363,997	Each	\$1.00	\$363,997.00

NET AMT	\$363,997.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN BA - M6785407RCAPC43 FFP FOB: Destination MILSTRIP: M6785407RCAPC43	40,000	Each	\$1.00	\$40,000.00

NET AMT	\$40,000.00
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ACRN BA CIN: M6785407RCAPC430002AA	\$40,000.00
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	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 23-APR-2007 TO 22-APR-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

BA: 177110627A0 250 67854 067443 2D M67854
 COST CODE: 10AP7RCAPC43
 AMOUNT: \$303,582.00
 CIN M6785407RCAPC430001AA: \$263,582.00
 CIN M6785407RCAPC430002AA: \$40,000.00

AWARD TERMS AND CONDITIONSSECTION TWO

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES:** Task Order **0015** is issued as a **Fixed Price** order for Labor (CLIN 0001) and **Cost Reimbursable** for Travel/ODCs (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002

has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)

- 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
BA	263582.00	40000.00	0.00	\$303,582.00
Total	\$263,582.00	\$40,000.00	\$0.00	\$303,582.00

The total amount of funding available for payment under this task order is: **\$303,582.00.**

- 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 William Jacobs
(703) 432 5120
william.jacobs@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-9018

Task Order: 0015

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

CLIN 0001 <u>Modify Delete</u>	Total
05/24/2007	52298.0
06/23/2007	52298.0
07/24/2007	52298.0
08/23/2007	52298.0
09/23/2007	52298.0
10/23/2007	52298.0
11/23/2007	52298.0
12/23/2007	52298.0
01/23/2008	52298.0
02/22/2008	52298.0
03/23/2008	52298.0
04/22/2008	52301.0
Total	\$627,579.00

7. DELIVERY DESTINATION:

Commaning General

MARCORSYSCOM
ATTN: Capt William Jacobs
2200 Lester Street
Quantico, VA 22134

- 8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS – N/A**
- 9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**
- 10. PERIOD OF PERFORMANCE -** The period of performance for this effort is twelve (12) months, beginning 23 April 2007. This is the last award term option remaining on this task order.
- 11. DFAR 252.232-7007 - LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)**
- (a) Contract line item 0001 is incrementally funded. The sum of \$263,582.00 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:	\$303,582.00
NTE 07/23/2007	\$50,207.00
NTE 10/23/2007	\$156,895.00
NTE 01/23/2008	\$156,895.00
Total:	\$667,579.00

SECTION THREE
STATEMENT OF WORK FOR
THEATER MEDICAL INFORMATION PROGRAM

Engineering & Scientific

1.0 Scope. The Marine Corps Systems Command (MCSC), Information Systems and Infrastructure, Product Group (ISI/PG), is responsible for life cycle management of multiple information technology solutions currently under development by multiple prime vendors. Within the ISI/PG, the Theater Medical Information Program (TMIP), Program Management Officer (PMO) is responsible for execution of overarching Joint TMIP program goals, as well as the Marine Corps element of the multi-Service solution. The scope of this effort is to provide on-going engineering, fielding, and management support to accomplish FY07 / 08 TMIP objectives associated with Marine Corps specific and joint developmental and operational testing, integration efforts. This includes coordination of technical responsibilities between the Marine Corps and participating Service components. The TMIP falls within the Global Combat Support System - Marine Corps (GCSS-MC) portfolio.

1.1 Background. The Theater Medical Information Program (TMIP) is an Acquisition Category (ACAT) 1AM, Military Health System (MHS) program. The Marine Corps is a participating Service component of TMIP. Participants in TMIP include the Joint Staff, Office of the Assistant Secretary of Defense for Health Affairs (OASD (HA)), Army, Navy, Air Force, Marine Corps, and Coast Guard. TMIP will provide tested and integrated software functionality in accordance with interoperability and architecture standards. TMIP provides an integrated theater medical information system addressing the functional areas of Command and Control (C2) (including medical capabilities assessment and sustainability analysis, medical surveillance and collaborative planning capability), Medical Logistics (including assemblage management and blood product management), and Force Health Protection (including medical threat, surveillance, and health care delivery). Within the Marine Corps, TMIP-Joint software will be hosted on the infrastructure provided by TMIP, which will provide interoperable and integrated information exchange with Joint and theater-level medical authorities. The MCSC TMIP PMO is responsible for fielding the infrastructure required to host the objective suite of TMIP software to the health service support (HSS) units of the Marine Corps (e.g., Level I Medical Treatment Facilities (MTFs) – (Battalion, Regimental Aid Stations)). The TMIP-Joint AIS is being developed and deployed in two major releases, or Blocks. Each incremental Block will provide expanded capabilities and increased functionality. Block 1 of the TMIP software was released to the participating TMIP Service components in December, 2002. The MCSC TMIP PMO will begin developmental testing of TMIP Block 2 in October 2006 and progress towards a joint Multi-Service TMIP Operational Test and Evaluation (MOT&E) event in 4Q FY07. Additionally, MCSC TMIP PMO fielded a limited version of TMIP Block 1, referred as "TMIP Lite" in support of OIF/OEF.

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

Activity – Anticipated Percentage	Para	Metric
• Test Planning & Support / Product & Operational Assessments	30%	2.1.1
• Technical Planning, Coordination, & Documentation	60%	2.1.2
• Program Management, Acquisition & Administration	10%	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. Test Planning & Support / Product & Operational Assessments. The MCSC TMIP PMO is responsible for the technical and programmatic oversight of Marine Corps interests in related program areas (e.g., product selection, testing, documentation, fielding). Within this framework responsibility for product quality, interoperability, system/subsystem effectiveness, testing, and logistics must be considered as complementary elements and satisfied through the execution of a comprehensive systems engineering program. For the remainder of FY07, the focus is on completion of Block 2 developmental testing and integration efforts and preparation for operational testing during 4Q FY07. Additional support requirements include providing system engineering and product support for the fielding on TMIP Lite. The Contractor is responsible for supporting these activities with expert knowledge of the USMC TMIP COE engineering expertise with tactical C2 platforms; comprehensive product assessments; and expert technical representation throughout the IPT process to coordinate and execute test responsibilities coincident with schedules. Critical facets of support include effective program planning and testing relevant to Marine Corps-unique and Joint requirements. This includes coordinating test events and resources, and supporting successive test activities (e.g. DT/OT, network testing) to ensure that scheduled milestones for follow-on TMIP blocks are attained within schedule constraints. Ancillary requirements include generating, or updating program documentation (e.g. TEMP), defining the optimal functional and physical configuration of the Marine Corps' TMIP systems architecture, and representing program interests at various IPTs and related forums. Objective products from this effort include recommendations to the MCSC TMIP PMO pertinent to mission effectiveness of alternative solutions and impacts of other Service requirements.

2.1.2 Technical Planning, Coordination, & Documentation. The MCSC TMIP PMO is responsible for planning and deploying an integrated hardware/software TMIP product solution to Marine Corps HSS units, as well as oversight of Marine Corps interests in collateral program areas (e.g., product selection, testing, documentation, fielding). Integral to this effort is the effective integration of software upgrades provided by the Joint TMIP PMO, component and system level testing, and assisting in the configuration management of approved builds as well as the development of a continuity of operations (COOP) and post deployment software support (PDSS) strategy and associated documentation required to comply with Marine Corps and Joint oversight. Within this framework exist requirements for a comprehensive strategy that prioritizes both technical and business considerations commensurate with program milestones. Ancillary requirements include managing and updating the logistics support (e.g. hardware procurement plans, letters of adoption and procurement) and related acquisition documentation.

2.1.2.1 Accreditation and Certification Support To comply with both Marine Corps and Joint information assurance (IA) requirements, the MCSC TMIP PMO is responsible for developing TMIP system views (SVs) at levels 1, 2, and 6, for both ashore and afloat architectures and developing operational view / technical views (OVs/TVs). Critical performance elements include system accreditation and security certification by Marine Corps and Joint IA sponsors, NMCI

certification, and related documentation necessary to accurately capture the configuration / physical layout of the TMIP system. The Contractor is responsible for supporting these activities with expert application of IA practices, developing the prescribed level SVs, producing necessary products (e.g., ISPs, SSAAs, ASPs) and coordinating the review and approval process on behalf of the MCSC TMIP PMO. Key facets of this requirement include capturing both communications and technical interfaces, accurate configuration depiction, and production of tactical systems architecture plans. The Contractor is responsible for supporting this effort with expert analysis of TMIP requirements and priorities, assessment of IA and INFOSEC compliance requirements, and associated documentation necessary to comply with program oversight and planned milestones.

2.1.3 Management & Administration. The MCSC TMIP PMO is responsible for establishing a cohesive technical management framework that ensures requirements are satisfied within program constraints. This includes complying with ACAT-level oversight guidance, as well as drafting documentation in preparation for program reviews. Critical to this process is an applied understanding of OSD Health Affairs, Joint program management, and the ability to establish a sound foundation for deployment of the TMIP component. Additional requirements include attending and providing technical support at Joint Working Group (JWG) IPTs. The Contractor is responsible for supporting the overall effectiveness of the technical management program by adhering to the TMIP Work Breakdown Structure (WBS), consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. 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, ODCs and Travel Requirements. Work efforts in support of the TMIP will be accomplished primarily at the Contractor's facilities. The TMIP PO will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-50 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. Facilities will be provided and identified for all Joint forums. The Government expects that computers, cellular phones, and other elements of facilitization are included in the 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. Local travel is authorized (e.g., JTR rates) and travel to operational sites may be required.

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 MCSC TMIP PMO 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. MCSC TMIP PMO 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 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 Planning & Support / Product & Operational Assessments. The Contractor will be evaluated on the effectiveness of their test planning and support for TMIP.

Technical Planning, Coordination, & Documentation. The Contractor will be evaluated on quality of their technical planning and documentation. This includes both draft and final products.

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 Level ¹	Method of Surveillance
Test Planning & Support / Product & Operational Assessments.	2.1.1	Acceptable performance has been met when the test planning and operational support have been determined to meet program objectives, and supports the Marine Corps' current TMIP strategy.	Excellent Acceptable Poor	Analysis Demonstration
Technical Planning, Coordination, & Documentation	2.1.2	Acceptable performance has been met when the Contractor's technical planning, coordination and documentation has been determined to support program goals and enhances the MCSC TMIP PMO's ability to meet program objectives.	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 and the Contractor has provided timely resolution of all documented 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.

