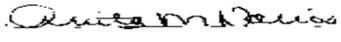


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M6785406RCIHH76		PAGE 1 OF 10				
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 11-Sep-2006		4. ORDER NUMBER 0017		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:				a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534			CODE M67854	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY MCSO CONTRACTING OFFICES CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6050			CODE M67854			
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL.			CODE 0LN66	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 type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT			
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$954,488.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>0</u> OSEC Proposal OFFER DATED <u>08-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							12-Sep-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil					

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

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Labor Report FFP Monthly Labor Report for Tier II renewal support shall be performed in accordance with the attached Statement of Work and Contractor's Proposal dated 08 September 2006. FOB: Destination				
				NET AMT	\$0.00
0001AA	ACRN DL - M6785406RCIHH76 FFP FOB: Destination MILSTRIP: M6785406RCIHH76 PURCHASE REQUEST NUMBER: M6785406RCIHH76	924,488	Each	\$1.00	\$924,488.00
				NET AMT	\$924,488.00
	ACRN DL CIN: M6785406RCIHH760001AA				\$924,488.00

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

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN DL - M6785406RCIHH76 FFP FOB: Destination MILSTRIP: M6785406RCIHH76 PURCHASE REQUEST NUMBER: M6785406RCIHH76	30,000	Each	\$1.00	\$30,000.00

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NET AMT	\$30,000.00
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ACRN DL	\$30,000.00
CIN: M6785406RCIHH760002AA	

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-SEP-2006 TO 17-SEP-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

DL: 176110627A0 250 67854 067443 2D M67854 KWIH6RCIHH76

AMOUNT: \$954,488.00

CIN M6785406RCIHH760001AA: \$924,488.00

CIN M6785406RCIHH760002AA: \$30,000.00

### AWARD TERMS AND CONDITIONS

#### **SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES. Task Order 0017 is issued as a FIXED PRICE order for Labor (CLIN 0001) and Cost Reimbursable for ODCS and Travel/Per Diem (CLIN 0002).** (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

#### **FUNDS AVAILABLE FOR PAYMENT**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
DL	924488.00	30000.00	0.00	\$954,488.00
Total	\$924,488.00	\$30,000.00	\$0.00	\$954,488.00

The total amount of funding available for payment under this task order is: **\$954,488.00**.

- 3. PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
- 4. INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
- 5. PROJECT OFFICER:** The Project Officer under this order is:

**Mr. Larry Bochenek 432-4031**

[larry.bochenek@usmc.mil](mailto:larry.bochenek@usmc.mil)

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only

the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

#### **6. INVOICES:**

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

#### Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9020

Task Order Number: 0017

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
10/18/2006	77041.0
11/18/2006	77041.0
12/18/2006	77041.0
01/18/2007	77041.0
02/17/2007	77041.0
03/19/2007	77041.0
04/18/2007	77041.0
05/19/2007	77041.0
06/18/2007	77041.0
07/19/2007	77041.0
08/18/2007	77041.0
09/18/2007	77037.0
Total	\$924,488.00

**7. DELIVERY DESTINATION:**

CG MCSC ATTN: Larry Bochenek  
2200 LESTER ST  
QUANTICO, VA 22134

**8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A****9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.****10. PERIOD OF PERFORMANCE -** The period of performance for this effort is 12 months beginning 18 September 2006. There is one (1) award term option remaining on this task Order.

## **SECTION THREE**

### **STATEMENT OF WORK FOR TACTICAL UNMANNED AIRCRAFT SYSTEM TECHNICAL ANALYSIS**

#### **ENGINEERING & SCIENTIFIC**

**1.0 Scope.** The scope of this effort is to provide engineering and technical support to the Marine Corps Systems Command (MCSC), MC2I Product Group, Program Manager Unmanned Systems (PMUS). This Statement of Work (SOW) is to assess requirements for continuing technical support to the Marine Corps' Unmanned Aircraft Systems (UAS) Family of Systems (FoS), Tier I and Tier II UAS, ISR services effort and ROVER remote video terminal. This effort will also ensure emerging Tier II UAS requirements efforts are in consonance with a comprehensive, continuing program of investment leading to a combined Navy/marine Corps POM08 investment strategy. Near term, this effort will focus on identifying performance gaps in the current ISR services support effort with the goal of competitively awarding a follow-on support service contract by March, 2007. Additionally, this effort will focus on coordinating the combined requirements of the Navy and Marine Corps and establishing a Tier II UAS program structure and acquisition strategy. Long term, this effort will provide an investment foundation for competitive positioning in POM08.

**1.1 Background.** Boeing and The Insitu Group developed and built a low-cost, long-endurance autonomous unmanned vehicle, called ScanEagle. ScanEagle is based on Insitu's Seascan miniature robotic aircraft and draws on Boeing's systems integration, communications and payload technologies. In June 2004, Boeing/Insitu was contracted by the U.S. Marine Corps to provide two ScanEagle mobile deployment units for use with the First Marine Expeditionary Force in Iraq. The mobile deployment units consist of several UAVs as well as the computers, communication links and ground equipment necessary to provide intelligence, surveillance and reconnaissance (ISR) support during operational missions. During OIF-I, Marine Commanders had limited access to theater-level airborne ISR assets, and those Marine airborne ISR assets in direct support were limited in quantity and availability. Requests by Marine Commanders for airborne ISR from theater-level assets were prioritized against other theater requests. Although the urgency of the request to the Marine Commander could be extremely high, it might not carry the same urgency at the theater level when trying to schedule a low density asset among numerous and varied requests. On 4 March 2004 I MEF developed an Urgent Universal Need Statement (UUNS) requesting immediate approval and funding of a lightweight, low-cost, persistent Intelligence Surveillance and Reconnaissance (ISR) Unmanned Aerial Vehicle (UAV) in support of Operation Iraqi Freedom-II (OIF-II). Boeing/Insitu is currently focusing on coordination with the USMC frequency management team to assure that the data link selected was approved for in-theatre operations. This includes incorporation of both SMDUs to one central "hub" and use of transportable ground control stations in a "hub and spoke" concept to improve logistics by collating maintenance and administration, as well as improve coverage by utilizing up to 3 spokes giving 4 areas of coverage; and collocation of the hub operations with the VMU to facilitate airspace deconfliction.

Marine Corps UAS Family of Systems. The Marine Corps has adopted a UAS concept of operations which incorporates a three tiered family of systems. These three tiers are designed to provide each level of the Marine Air Ground Task Force (MAGTF) a tactical, organic, interoperable, integrated and tailored Unmanned Aircraft System (UAS) capability that gives situational awareness to the warfighter through a common Command and Control (C2) architecture across the range of military operations. The Tier I system currently employed by the Marine Corps is the Dragon Eye. It is organic to Battalion level units and primarily employed at the company and platoon level. The Tier II system will be organic to Division and below level units. The Tier II system is currently in the acquisition process with a planned IOC of 2010. The Tier III system is a MAGTF/JTF level asset. The Tier III system currently employed by the Marine Corps is the Pioneer and will be replaced by a Vertical UAS (VUAS) sometime in the future. Additionally, the Marine Corps has purchased and fielded through the UUNS process Remote Video Terminals capable of receiving imagery from multiple UAS systems known as ROVER III. PMUS is the acquisition and support activity for ROVERIII.

**2.0 General Requirements.** The Contractor shall provide engineering and analytical support as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
• Engineering & Technical Assessments	55%	2.1.1
• Recommendations and Strategies	30%	2.1.2 Ref: QASP
• Management and Administration	15%	2.1.3

The scope of work associated with each of these task activities may vary slightly by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable technical and analytical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall appoint a technical manager to act as both coordinator of task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required.

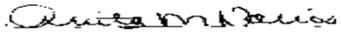
## 2.1 Specific Requirements.

**2.1.1 Engineering & Technical Assessments.** The Program Manager for Unmanned Systems is responsible for establishing a sound systems engineering methodology that ensures ISR Services and UAS FoS requirements are prioritized, vetted, and effectively traceable through the systems engineering process. This includes assessing ongoing impacts of the JCIDS process and UAS FoS CONOPS development in consonance with current, ongoing requirements to support the ISR services program throughout OIF. Within this framework are requirements to assess the current effectiveness of the ISR services contract and to develop courses of actions (COAs) that will enhance the effectiveness of this effort. Specific ISR services tasks will include development of and direct support to a competitively awarded ISR services follow on contract. Contractor support requirements include participating in the JUAS MRB, and the Marine Corp's UAS FoS development. Key facets of support include supporting the transition of the Tier I system from the Small Unit Remote Scouting System (SURSS) to a block 1 configuration, and providing ongoing acquisition and fielding of ROVER III. This includes developing strategies for follow on capabilities for integration into the FoS. The Contractor is required to provide comprehensive engineering program support related to the Ground Control Stations (e.g. Architecture, SVs, TVs, Standards and Interfaces) and assisting the PM to create a Navy

(PMA-263)/Marine Corps UAS Tier II program of record (POR) to support the planned MS B in FY08. This includes conducting an analytical assessment of the current program approach to determine its viability based upon the technical maturity and affordability of the UAS FoS research and development efforts. Ancillary actions include preparation of program documentation (e.g. IA, SPS, SEP, TEMP, ICE) and interfacing with OPFORs and other stakeholders and providing recommendations to the Program Manager pertinent to support COA selection.

2.1.2 Recommendations & Strategies. The Program Manager for Unmanned Systems is responsible for meeting both the near- and long-term objectives of the UAS FoS with a structured methodology. Ongoing market research is required to understand the rapid advances and changing capabilities available in the commercial market and to inform the overall acquisition strategy for the competitive ISR services UAS FoS. Within this framework are requirements to quantify mission roles, assess alternatives, and develop COA selection employing structured decision-support techniques (e.g., decision analysis, simulation). The Contractor is responsible for supporting the identified program priorities and schedule objectives with recommendations and strategies that translate requirements into sound business/investment positions. Specific requirements includes providing COA strategies (prioritized by cost, technical risk, schedule performance and cost effectiveness) based upon the outcome of the applied analysis as related to current R&D efforts, existing commercial system solutions, and other service-centric UAS system solutions. In addition the contractor will provide recommendations and strategies that will support a combined Marine Corps and Navy program to acquire the Tier II UAS that is interoperable with MAGTF Command and Control Systems. Within this framework are requirements for completion of a "best value" acquisition support plan that provides an objective contracting strategy for meeting both the current service requirements, as well as Marine Corps UAS objectives. The contractor will facilitate the transition of the Tier II UAS MC SAMP into a combined Navy/Marine Corps Tier II UAS Acquisition Strategy.

2.1.3 Management & Administration. The PMUS is responsible for establishing a cohesive management framework that ensures task order activities produce the desired objectives coincident with the notional schedule of events. This includes coordinating stakeholder activities, resolving technical issues with suitable analytical and engineering rigor; and facilitating the attendant processes necessary to support recommendations and strategy selection (e.g., COA). Within this framework are requirements to implement management and process controls supporting concurrent actions across multiple stakeholders, tracking issues and resolution status; and ensuring that progressively mature products resulting from the JCIDS process will result in a final, approved set of recommendations and suitable COA. The Contractor is responsible for maintaining the management plan (e.g. POA&M) collaboratively developed with the Program Manager and supporting necessary actions (e.g., analyses, engineering assessments) required to ensure compliance with the prescribed schedule of events. Key facets of management performance include developing formal processes for executing task actions, interfacing with Government customers, and ensuring adherence to quality assurance provisions. Additional requirements include Coordinating IPT meetings, attending and providing technical support at JUAS MRB, PMA-263 and other IPTs, and ensuring the overall effectiveness of the technical management program. 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.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545007RCR7AB9		PAGE 1 OF 15	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 27-Sep-2006		4. ORDER NUMBER 0019		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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 type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,299,840.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0</u> <small>OSFC Proposal</small> <input checked="" type="checkbox"/> OFFER DATED <u>19-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						27-Sep-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Labor Report FFP Monthly Labor Report for AFATDA and TLDHS support shall be performed in accordance with the attached Statement of Work and contractor's proposal dated 19 September 2006. FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN DP - M9545007RCR7AB9 FFP FOB: Destination MILSTRIP: M9545007RCR7AB9 PURCHASE REQUEST NUMBER: M9545007RCR7AB9	315,472	Each	\$1.00	\$315,472.00
				NET AMT	\$315,472.00
	ACRN DP CIN: M9545007RCR7AB90001AA				\$315,472.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		922,469	Each	\$1.00	\$922,469.00

Labor - Incrementally Funded  
FFP

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

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NET AMT	\$922,469.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Travel/ODCs  
FFP  
FOB: Destination

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		61,899	Each	\$1.00	\$61,899.00

ACRN DP - M9545007RCR7AB9  
FFP  
FOB: Destination  
MILSTRIP: M9545007RCR7AB9  
PURCHASE REQUEST NUMBER: M9545007RCR7AB9

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NET AMT	\$61,899.00
---------	-------------

ACRN DP	\$61,899.00
CIN: M9545007RCR7AB90002AA	

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-OCT-2006 TO 01-OCT-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

**ACCOUNTING AND APPROPRIATION DATA**

DP: 1771319M7KC 250 67854 067443 2D C2270F  
 COST CODE: 45007RCR7AB9  
 AMOUNT: \$377,371.00  
 CIN M9545007RCR7AB90001AA: \$315,472.00  
 CIN M9545007RCR7AB90002AA: \$61,899.00

**CLAUSES INCORPORATED BY FULL TEXT****52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

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

(End of clause)

**AWARD TERMS AND CONDITIONS****SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0019 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area

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

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

**FUNDS AVAILABLE FOR PAYMENT**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
DP	315472.00	61899.00	0.00	\$377,371.00
Total	\$315,472.00	\$61,899.00	\$0.00	\$377,371.00

The total amount of funding available for payment under this task order is: **\$377,371.00.**

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

**Major Aaron Crespin 703-432 4257**  
**aaron.crespin@usmc.mil**

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

**6. INVOICES:**

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

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9020

Task Order Number: 0019

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
11/02/2006	103162.0
12/02/2006	103162.0
01/02/2007	103162.0
02/01/2007	103162.0
03/03/2007	103162.0
04/02/2007	103162.0
05/03/2007	103162.0
06/02/2007	103162.0
07/03/2007	103162.0
08/02/2007	103162.0
09/02/2007	103162.0
10/02/2007	103159.0
Total	\$1,237,941.00

**7. DELIVERY DESTINATION:**

CG MARCORSSYSCOM

PG / MC2I ATTN: **Major Aaron Crespin**

2200 Lester St.

Quantico, VA 22134-6050

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

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

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning **02 October 2006**, with the possibility for 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 **\$315,472.00** 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	\$ 377,371.00
NTE 01/02/2007	\$303,499.00
NTE 05/07/2007	\$309,485.00
NTE 07/07/2007	\$309,485.00

(End of clause)

## **SECTION THREE**

### **STATEMENT OF WORK FOR ANNUAL SUPPORT FOR THE Target Location Designation and Handoff System and Advanced Field Artillery Tactical Data System**

#### **ENGINEERING & SCIENTIFIC**

**1.0 Scope.** The scope of this effort includes engineering, analytical, acquisition, administrative and logistics support for the MAGTF C2 Weapons and Sensors Development and Integration (MC2I), and the Marine Air Ground Task Force Command and Control System (MC2S) Program Management Office (PMO), Marine Air Ground Task Force Command and Control (MAGTF C2), which includes the Advanced Field Artillery Tactical Data System (AFATDS), the Target Location Designation Handoff System (TLDHS). The Contractor is responsible for providing comprehensive support capability to accomplish the management, acquisition logistics, engineering and technical objectives specified in FY07 program plans. Key Contractor support requirements include providing engineering product assessments (e.g., interoperability assessments, testing support, systems engineering plans) and updating technical and program documentation to be used in preparation for a cohesive, integrated MAGTF C2 acquisition strategy. Other areas of focus include technical management associated with the integration of MCSC programs; requirements generation and IPT participation across multiple areas of evolving interest.

**1.1 Background.** AFATDS is an Evolutionary Acquisition (EA) ACAT I program currently in the Sustainment Phase of the acquisition lifecycle. It is a multi-service program; the Army as the Executive Service and the Marine Corps is the Requesting Service. Both services have similar operational requirements. The Program Executive Office, Command, Control, Communications, and Intelligence (PEO, C3I) is the Army Executive Agent for the program. The Army Program Manager (PM) for the AFATDS is PM Intelligence and Effects (PM I&E). During Fiscal Year (FY) 07, the plan is for the Marine Corps AFATDS Program Office to define, articulate and defend Marine Corps functional and technical requirements to the PM I&E; monitor and analyze the AFATDS version 6.4.0.1 and 6.5 development; update, revise, or develop the Marine Corps System Architectural documentation; continue management of the Effects Management Tool (EMT) Version 6.5 development; continue the identification of the AFATDS Software Block II (formerly AV7) functional and technical requirements as well as Software BlockII Plus; support the fielding of the Light Weight Technical Fire Direction System (LWTFDS); support the fielding of the Back-Up Computer System (BUCS)-Replacement Upgrade (BUCS-RU) and all software upgrades associated with the BUCS and BUCS-RU; execute the AFATDS hardware refresh; and support Joint Interoperability Test Command (JITC) certification.

TLDHS is a modular, man-portable equipment suite that provides the ability to quickly acquire targets in day, night, and near-all-weather visibility conditions. Operators will be able to accurately determine their own location, the location of their targets, as well as digitally transmit (hand-off) data to supporting arms elements, and designate targets for laser-seeking Precision Guided Munitions (PGMs) and Laser Spot Trackers (LSTs). TLDHS Block II is Post MS C with a FRP and Fielding Decision. TLDHS will continue to spiral develop software and hardware

processing through TLDHS Block III. The TLDHS is a complex system, which has a high level of interest at the Headquarters, Marine Corps (HQMC) level that requires interoperability with Close Air Support (CAS) aircraft, AFATDS, various Combat Net Radios, a laser designator, and a laser range finder. An evolutionary acquisition approach will be used for the TLDHS program. TLDHS/StrikeLink is a Joint Fires / Combined Arms tool that allows observers to control CAS, Artillery and Naval Gunfire missions on a single system.

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

Activity – Anticipated Percentage		Para	Metric
• Technical and Programmatic Support	60%	2.1.1	
• Logistics Support	35%	2.1.2	Ref: QASP
• Management and Administration	5%	2.1.3	

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

## 2.1 Specific Requirements.

2.1.1. Technical and Programmatic Support. The PMs are responsible for the lifecycle management of all assigned programs. The Contractor is responsible for providing program management, analytical and financial management support for both the AFATDS and TLDHS program. This includes maintaining/updating the existing web site and providing general engineering support. Within this framework, responsibility for technical assessment of product solutions, supportability impacts, compliance with acquisition program requirements, and overall coordination of milestone preparations must be considered as complementary elements. This requires coordinating updates to existing program and logistics support documentation, developing procurement packages, and ensuring readiness for fielding decisions. Key areas of support include providing the acquisition program documentation to comply with Command published processes and procedures for Urgent Universal Need Statement (U-UNS). The Contractor is responsible for supporting these activities with expert knowledge of USMC concepts of employment and efficient program/technical planning coincident with accelerated milestones. Other key facets of support include quality assurance of program documents and related technical products, liaison with logistics support staff at LOGBASES and the OPFORs, and near-term coordination of fielding requirements.

Key program requirements include:

AFATDS. The Contractor is responsible for technical analysis supporting the full spectrum of software support engineering and sustainment efforts, ensuring that interoperability, combat effectiveness, incorporation of engineering change proposals (ECPs), Requirements Definition Documents (ADD), and the final conformance of technical improvements are accomplished, and are part of a cohesive systems engineering program. The Contractor shall also prepare for, and

participate in Engineering Integrated Process Teams (IPTs), or Technical Data Review Boards (TDRB), and will be responsible for serving as the Marine Corps representative on the Fire Support Interoperability Board (FSIB), in order to meet the Project Offices responsibilities of meeting identified Multi-service and MAGTF C2 interoperability.

TLDHS. The Contractor is responsible to the TLDHS Program Office to provide engineering and technical support including conducting Government Test of all StrikeLink software and hardware during spiral development. This includes supporting Software Qualification Testing (SQT), coordinating ground tests, flight tests and range time. Critical aspects of support include coordination of these test events (per the Letters of Instruction LOI) and providing comprehensive Test Plan and Test Procedures, and producing Test Report. Additional support requirements include supporting the Test Incident Review Boards (TRBs) and updating test documents in Sharepoint.

*2.1.2.1 Risk Assessment, Business Support, and Acquisition documentation.* Throughout the development process, the AFATDS/TL DHS PM will focus on risk reduction through aggressive business analysis (e.g., OEM oversight and cost/schedule reporting) in preparation for transition to production; investment analysis and technical risk assessments associated with emerging CINS interoperability initiatives; and quantifiable inputs to course of action (COA) selection supporting PM positions on various initiatives. The Contractor is responsible for supporting an improved business and risk oversight program that ensures early identification of risk areas, mitigation strategies, and rigorous scrutiny of OEM cost/schedule reporting. Outputs of this process will include active risk monitoring (e.g., cost, schedule, technical) using selected applications; expert representation of business positions at program reviews, forums, and other events; and updates to program documentation (SAMP, Budget estimates) in preparation for fielding objectives

*2.1.2. Logistics Support.* The Program Office is responsible for establishing a comprehensive logistic support program consistent with program objectives. Critical initiatives during this period will focus on business case analysis for investment enhancements, and related issues (e.g., cost, technical, schedule) affecting delivery of MC2I products to the OPFORs. Within this framework are requirements for management and coordination of fielding activities with various stakeholders (e.g., original equipment manufacturer (OEM), LOGBASES, TECOM, OPFORs), as well as providing subject matter expert support at customer locations to effect delivery, familiarization training, inventory and acceptance testing and custody transfer. Additionally, due to the level of coordination required with LOGBASES, this effort will include logistics support and liaison at MCLB, Albany, GA to expedite support requests; process cataloging actions; develop, publish, and introduce applicable Modification Instructions (MI), Supply Instructions (SI), Maintainability Information and Technical Instructions (TI); and resolve delivery related problems (e.g., incomplete SL-3's, shipment tracking, configurations). The Contractor is responsible for supporting this requirement with technical expertise in the subject communications systems and associated support strategies. Key facets of performance include all elements of fielding and training support at customer locations (e.g., field and garrison), resolution of issues with deliveries, management of schedules and inventories, and progress reporting. The Contractor is responsible for implementing a framework to capture the priorities defined by acquisition program logistics sponsors, identifying constraints and uncertainties, benchmarking current operational capabilities, depicting associated risks and impacts, and establishing an analytical baseline for identifying and prioritizing alternatives. Within this framework are requirements to provide the Project Officer with recommendations for supportability, independent assessments of reliability and maintainability for the respective systems, and to ensure that all aspects of logistics risk (e.g.,

RAM-D specifications, software performance MTBF, etc.) are achieved coincident with the overarching specification. Ancillary aspects of this effort will include participating in program sanctioned IPTs, developing associated documentation respective of program phases, and ensuring the situational awareness of the MCSC project officer.

**2.1.3 Management & Administrative Support.** The Program Office is responsible for establishing a cohesive technical management framework that ensures all fielding and support activities are executed within program constraints. Additional management support includes performance documentation, trend analysis, compliance with ACAT-level oversight guidance, and preparation for program reviews. This includes maintaining a data repository (e.g. DashBoard, TOPIC (formerly known as CAPS), and Sharepoint) for all programmatic, logistic and test documentation. Additional administrative duties include assisting in the preparation of briefs, capture meeting minutes, and serve as a single point of contact to the project team. The Contractor is responsible for supporting the overall effectiveness of the technical management program, providing expert assistance associated with critical path performance, and providing expert advisory assistance to program staff. This includes establishing a suitable performance schedule, identifying and coordinating deliverables associated with their analytical approach, ensuring the quality of draft and final products, and maintaining a viable resource pool (e.g., qualified staff). Additionally, the Contractor shall develop a formal process for reporting performance, ensuring progress of task actions, interfacing with Government customers (e.g., memoranda, reports, supporting documentation, WBS compliance, invoicing procedures), and executing in accordance with quality assurance provisions. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

**3.0 Facilities, Travel, and ODCs.** These efforts will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program support requirements (e.g., computer, telecommunications, document storage, database management, etc.) throughout the course of performance to support the scope of activities. Such facilities are not reimbursed as ODCs and any ancillary charges must be identified in the proposal at the time of submission. Access to Government buildings will be granted for support staff and network accounts established. Travel outside the local region is anticipated and will include USMC bases CONUS and possible OCONUS. The Contractor is responsible for establishing a sound contingency support operations capability that allows for rapid assessment of OPFOR requirements, coordination with Government principals to identify resources and impacts, and ensuring that selected technical staff is fully capable of supporting operations under stated conditions. Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

**ATTACHMENT 1****QUALITY ASSURANCE SURVEILLANCE PLAN**

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

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

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

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

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

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

Technical and Programmatic Support. The Contractor will be evaluated on the quality of their responsibility for technical assessment of product solutions, supportability impacts, compliance with acquisition program requirements, and overall coordination of milestone preparations.

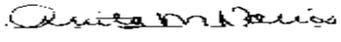
Logistics Support. The Contractor will be evaluated on the effectiveness and the quality of their logistics support. This includes preparation of program documentation related to technical reviews and acquisition milestones, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

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

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

<b>Performance Objective</b>	<b>SO W</b>	<b>Performance Standard</b>	<b>Quality Level <sup>1</sup></b>	<b>Method of Surveillance</b>
Technical and Programmatic Support	2.1.1	Acceptable performance has been met when effective engineering and for technical assessment of product solutions, supportability impacts, compliance with acquisition program requirements, and overall coordination of milestone preparations has been accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Acquisition Support	2.1.2	Acceptable performance has been met when the effective acquisition support has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration Support	2.1.3	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 18	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 09-Apr-2007		4. ORDER NUMBER 0027		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,328,546.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0SEC Proposal</u> OFFER DATED <u>27-Mar-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						09-Apr-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Report FFP Marine Corps Enterprise Information Technology Services (MCEITS) Engineering Support Services shall be performed in accordance with attached Statement of Work and OSEC proposal dated 27 March 2007 FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN FW - M9545007RCR7CX1 FFP FOB: Destination MILSTRIP: M9545007RCR7CX1 PURCHASE REQUEST NUMBER: M9545007RCR7CX1	948,708.64	Each	\$1.00	\$948,708.64
				NET AMT	\$948,708.64
	ACRN FW CIN: M9545007RCR7CX10001AA				\$948,708.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		328,738.36	Each	\$1.00	\$328,738.36
	ACRN FX - M9545007RCR6FL9				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RCR6FL9				
	PURCHASE REQUEST NUMBER: M9545007RCR6FL9				

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NET AMT	\$328,738.36
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ACRN FX	\$328,738.36
CIN: M9545007RCR6FL90001AB	

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

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		51,099	Each	\$1.00	\$51,099.00
	ACRN FX - M9545007RCR6FL9				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RCR6FL9				
	PURCHASE REQUEST NUMBER: M9545007RCR6FL9				
				NET AMT	\$51,099.00
	ACRN FX				\$51,099.00
	CIN: M9545007RCR6FL90002AA				

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-APR-2007 TO 10-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**

FW: 1771319M5EB 310 67854 067443 2D C2906D  
 COST CODE: 7RCR7CX110WL  
 AMOUNT: \$948,708.64  
 CIN M9545007RCR7CX10001AA: \$948,708.64

FX: 1761319M5EB 310 67854 067443 2D C2906D  
 COST CODE: 7RCR6FL910WL  
 AMOUNT: \$379,837.36  
 CIN M9545007RCR6FL90001AB: \$328,738.36  
 CIN M9545007RCR6FL90002AA: \$51,099.00

**AWARD TERMS AND CONDITIONS****SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0027 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODC'S and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

**FUNDS AVAILABLE FOR PAYMENT**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
FW	948708.64	0.00	0.00	\$948,708.64
FX	328738.36	51099.00	0.00	\$379,837.36
Total	\$1,277,447.00	\$51,099.00	\$0.00	\$1,328,546.00

The total amount of funding available for payment under this task order is: **\$1,328,546.00.**

- 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:

**Ms. Deborah Olson (703) 432 5158**

Deborah.Olson@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.

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 eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.gomez.ctr@usmc.mil](mailto: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-9020  
Task Order: 0027

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
05/12/2007	106454.0
06/11/2007	106454.0
07/12/2007	106454.0
08/11/2007	106454.0
09/11/2007	106454.0
10/11/2007	106454.0
11/11/2007	106454.0
12/11/2007	106454.0
01/11/2008	106454.0
02/10/2008	106454.0
03/11/2008	106454.0
04/10/2008	106453.0
Total	\$1,277,447.00

**7. DELIVERY DESTINATION:**

CG MCSC PG / ISI ATTN: **Deborah Olson**  
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 11 April 2007, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP). Prior to commencing performance of the task order, the successful Offeror is required to meet with ACSS staff to reconcile performance requirements including: Detailed WBS, 30-day staffing plan, use of team members/subcontractors, security requirements funding and management of funds, and quality control measures in response to the QASP. This must be accomplished within five (5) working days of notification of award.

## **SECTION THREE**

### **STATEMENT OF WORK FOR MARINE CORPS ENTERPRISE INFORMATION TECHNOLOGY SERVICES SYSTEMS ENGINEERING AND TEST SUPPORT**

#### **Engineering and Scientific**

**1.0 Scope.** The Marine Corps Systems Command (MCSC), Information Systems and Infrastructure, Product Group (ISI/PG), Computing Platforms and Services Program Manager (PM CPS) is pursuing development of an ACAT III Automated Information System (AIS) the Marine Corps Enterprise IT Services (MCEITS). MCEITS is a core capability within the Marine Air-Ground Task Force Command and Control (MAGTF C2) Framework and System of Systems (SoS). MCEITS contributes to the MAGTF C2 Framework end-to-end capability by enabling access to enterprise information and providing the ability to collaborate and share information across the business and warfighter domains. MCEITS accomplishes this by implementing an Information Technology (IT) infrastructure with application, service, and data environments. On February 13 2007 the Marine Corps Requirements Oversight Council (MROC) approved the MCEITS Capability Development Document (CDD) and directed PM MCEITS to accelerate the delivery of MCEITS capabilities. As such, PM CPS has increased responsibilities for managing the development of the MCEITS program within a consistent framework based upon defined technical objectives. This includes supporting the MCEITS PM in the development of Systems Engineering and Test & Evaluation plans, processes and documentation. The contractor shall manage and develop program strategies and acquisition plans; support acquisition decisions; manage requirements, risk and design trades; integrate engineering logistics and test activities; establish configuration management; and support cost estimation efforts among all stakeholders. Critical objectives within this framework include resolution of risk issues affecting projected milestones (e.g., compliance with Information Assurance (IA) requirements, guidelines), and on-going representation before technical and functional (e.g. System Requirement Reviews and Technology Readiness Review) forums. The Contractor will also provide Systems Engineering and Test & Evaluation expertise to represent program office positions to the Working Level Integrated Product Teams (WIPTs), Net-Centric Enterprise Services (NCES) working groups and other DoD organizations as required and directed. This includes the planning and coordination in events such as NCES early user tests, Future Combat Systems (FCS) tests and evaluations, and the Joint Force Experimentation Exercise (JEFX) series.

**1.1 Background.** ISI/PG is responsible for supporting the MCEITS Portfolio with a cohesive strategy for integrating business and technical elements such as acquisition strategies, CCA compliance, systems engineering and integrated testing to developing / updating program documentation (e.g., ACAT level, MS-B, etc.), and providing recommendations to the ISI/PGD pertinent course of action selection and related technical matters. MCEITS will be developed in a phased fashion, with each step validated and approved prior to proceeding to the next step. To build the Marine Corps' net-centric environment, a new IT architecture must be designed, built, deployed, and maintained that follows the modular and interoperable architecture of the Global Information Grid (GIG) and net-centric.<sup>1</sup>

**2.0 General Requirements.** The Contractor shall provide continuous support for MCSC PGD ISI, PM MCEITS initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
• System Engineering and Analysis	60% 2.1.1	
• Test Support	30% 2.1.2	Ref: QASP
• Technical Management & Administration	10% 2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the overall expert for successful completion of this task initiative. The Contractor will be versed in the Information Technology Infrastructure Library (ITIL), Information Technology Service Management (ITSM), and industry best practices. Administrative support shall be provided as required on a matrix basis.

## 2.1 Specific Requirements.

**2.1.1. System Engineering and Analysis.** The MCEITS PM is responsible for developing and executing technical and program strategies aligned with the objectives of the MAGTF C2 framework, of which MCEITS is a constituent element. Within this framework are requirements to conduct MS B and Milestone C business and systems engineering analysis, testing and information assurance. Key performance requirements during this period include providing the Systems Engineering (SE) support to transform required operational capabilities into an integrated system design that optimizes total system performance and minimizes total ownership costs. The MCEITS PM is also responsible for developing a comprehensive system engineering support strategy that supports the overarching approach to MCEITS, compliant with the notional schedule at Attachment 2. The Contractor shall assist in the identification of increments or spirals of capabilities along with the details necessary to support development of acquisition and contracting strategies, regulatory and statutory documents, risk analysis, and technical reviews. The Contractor shall provide SE support for project analysis, market research, design, development, integration, testing and evaluation of IT systems, applications, hardware and software. The SE task shall support the evaluation and development of architectures, standards, procedures, processes, techniques and modeling and simulation (M&S) for MCEITS operations. The Contractor shall provide the information and design specifications to support the migration to a Service Oriented Architecture (SOA) and enable a NetCentric Marine Corps enterprise. In addition, the contractor shall provide an initial design for Enterprise Platforms. Critical aspects of performance include developing a Systems Engineering Plan (SEP) for Milestone Decision Authority (MDA) approval. Ancillary requirements include supporting and establishing a comprehensive Configuration Management (CM) process for establishing and maintaining the consistency of the MCEITS requirements, documentation, the physical and functional attributes of the design, and operational information for the program. The CM plan will track and manage through and effective serialized item management program accurate and timely item-related data

that is easy to create and use to identify documentation and populations of select items (parts, components, and end items), to mark all items in the population with a universally Unique Item Identifier. The Contractor shall liaise with the MCEITS logistics and test teams to enable and support the delivery of MCEITS logistics and test elements and artifacts. In addition, the Contractor shall support the program manager's System Engineering WIPT, providing overall support for the strategy, plans, and processes. This includes management of requisite program priorities, products, and resources, as well as ensuring performance consistent with the provisions of the QASP.

**2.1.2 Test Support.** The MCEITS PM is responsible for developing and executing technical and program strategies aligned with the objectives of the MAGTF C2 framework, of which MCEITS is a constituent element. The MCEITS PM is also responsible for developing a comprehensive test support strategy that supports the overarching approach to MCEITS, compliant with the notional schedule at Attachment 2. The Contractor is responsible for supporting the overall effectiveness of the development and execution of a Test and Evaluation (T&E) strategy, plan and processes for the MCEITS program. This includes utilizing M&S to verify desired system capabilities with established metrics. The Contractor shall support the program office in the development of the required documentation, Test and Evaluation Strategy (TES) update, Test and Evaluation Master Plan (TEMP), and necessary reviews such as the Test Readiness Review. In addition the Contractor shall support the program manager's Test WIPT, providing overall support for the strategy, plans and processes. This includes leveraging existing testing strategies from other government and industry best practices to the maximum extent possible. This includes management of requisite program priorities, products, and resources, as well as ensuring performance consistent with the provisions of the QASP.

**2.1.3 Technical Management & Administration.** PM CPS is responsible for establishing a cohesive technical and program management framework that ensures requirements are satisfied within program and fiscal constraints. The Contractor is responsible for supporting the overall effectiveness and efficiency of the technical and program management framework with expert analysis of critical path activities, CCA issues, risk assessments of selected alternatives, and coordination of Marine Corps program interests related to overarching PM CPS objectives. Ancillary requirements include administrative operational support to the PM CPS and coordinating actions and support (e.g., preparing program briefings, memoranda, budget exhibits, reports and supporting life cycle documentation, etc.) required to ensure the effectiveness and efficiency of the program management framework and readiness for milestone decisions. The contractor is also responsible for establishing, implementing and supporting program requirements management and configuration management processes and a document configuration control process for technical and acquisition life cycle documentation. Engineering and testing documentation will be maintained in the MCEITS SharePoint documentation repository. The MCEITS PM is responsible for establishing a cohesive management framework that ensures the objectives of this task order are executed within program constraints. This includes management of requisite program priorities, products, and resources, as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for establishing a suitable performance schedule, identifying and coordinating deliverables associated with their analytical approach, ensuring the quality of draft and final products, and maintaining a viable resource pool (e.g., qualified staff). Additionally, the Contractor shall develop for formal process for reporting performance, ensuring progress of task actions, interfacing with Government customers (e.g., technical interchange meetings, monthly reports), 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 ODC Requirements.** These efforts will require the Contractor to provide facilities for meetings and IPTs (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program requirements (e.g., computer, telecommunications, document storage, database management, etc.) throughout the course of performance to support the scope of activities. Such facilities are not reimbursed as ODCs and any ancillary charges must be identified in the proposal at the time of submission. Access to Government buildings will be granted for support staff and network accounts established. Travel outside the local region is anticipated and will include USMC bases CONUS and possible OCONUS. Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

**ATTACHMENT 1****QUALITY ASSURANCE SURVEILLANCE PLAN**

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

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

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

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

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

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

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

2.1.2 Test Support. The Contractor will be evaluated on the quality of their test and analytical efforts associated with high-priority program objectives, programmatic decisions support, and ability to execute a comprehensive program schedule with multiple objectives

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

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

<b>Performance Objective</b>	<b>SO W</b>	<b>Performance Standard</b>	<b>Quality Level<sup>1</sup></b>	<b>Method of Surveillance</b>
Systems Engineering & Analysis	2.1.1	Acceptable performance has been met when the quality of the engineering and technical support has been determined to meet the program objectives.	Excellent Acceptable Poor	Analysis Demonstration
Test Support	2.1.2	Acceptable performance been met when the management framework and coordination of stakeholders priorities has been accepted by the government.	Excellent Acceptable Poor	Inspection Demonstration
Technical Management & Administration	2.1.3	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

## ATTACHMENT 2

### MCEITS OVERVIEW & PROGRAM SCHEDULE

Marine Corps Enterprise Information Technology Services (MCEITS) is a core capability within the Marine Air-Ground Task Force Command and Control (MAGTF C2) Framework and System of Systems (SoS). MCEITS contributes to the MAGTF C2 Framework end-to-end capability by enabling access to enterprise information and providing the ability to collaborate and share information across the business and warfighter domains. MCEITS accomplishes this by implementing and Information Technology (IT) infrastructure with application, service, and data services and management requirements while providing an enhanced enterprise visibility that facilitates greater reuse of IT assets. These capabilities provide responsive support for a secure, collaborative, interoperable data sharing environment while enabling the integration of products, services, and users via a Service Oriented Architecture (SOA). These capabilities support and contribute to the Department of Defense's (DOD) overall Global Information Grid (GIG) Enterprise Services (GES) and Net-Centric Enterprise Services (NCES).

MCEITS will accomplish the above through a disciplined, multifaceted acquisition, fielding, and operations approach. The Marine Corps' net-centric interoperable capability will be enabled via the Enterprise Application Environment (EAE) and Enterprise Services & Data Environment (ESDE) hosted within the MCEITS Platform (Enterprise, Distributed, and Expeditionary). These program elements form the Enterprise Services Layer of the MAGTF C2 Framework while providing Marine Corps end-to-end capabilities. The EAE hosts and provides access to MCEITS provided applications as well as other enterprise-class systems and applications. The ESDE provides the environment for net-centric interoperability through the sharing of data and enterprise-wide discovery of people, content and services. Finally, a MCEITS Operations Center (MOC) will be established to manage the MCEITS environment.

MCEITS Platforms serve as the processing infrastructure for other program elements to operate within. The MCEITS Enterprise Platform consists of Enterprise IT Centers (EITC). The EITCs, as nodes of the MCEITS architecture, are the hosting environment to enable consolidation of enterprise applications, services, data storage and sharing. The centers also provide High Availability (HA), Continuity (C) and Disaster Recovery (DR) (HA/C/DR) operations to ensure the survivability of Marine Corps' mission critical data and IT infrastructure.

The MCEITS Distributed Platform supports designated Marine Corps Installations (MCI) Commanders and their supported Marine Forces (MARFOR) Commander. The platform provides the environment to enable the MAGTF and Marine Corps Installations to utilize MCEITS services in garrison or when deployed. A Distribute node increases local accessibility and enterprise workload distribution by extending specific Enterprise platform services to designated base, posts or stations supported by MCI commanders.

The MCEITS Expeditionary Platform supports the deployed environment and is comprised of scaleable capability subsets that provide applications and services to the warfighter hosting at the Marine Expeditionary Force (MEF) and its Major Subordinate Commands (MSCs). The capability subsets will enable interoperability for the MEF and MSC in theater as well as with the MEF Rear.

Within the platforms, the Enterprise Application Environment (EAE) provides the capability to operate and maintain hosted, managed or provisioned legacy systems and future Marine Corps

applications that will benefit from incremental improvements using modular, reusable, and extensible software. The ESE hosts MCEITS-provided and other enterprise-class applications, as well as provides the Enterprise Portal Framework (EPF) to enable a personalized, user-defined, web-based presentation. The ESDE provides the environment within the platforms to exchange enterprise services, enable applications and programs to share capabilities, and provide access to authoritative data and other data repositories.

MCEITS will be fielded in a blocks with multiple spirals in each block. Block One development will begin at Milestone B decision and the goal is to begin Block Two during the development of Block One. Each block and its spirals will build on and be shaped by the previous capabilities, technologies, standards and information strategies.

On 13 February 2007 the MCEITS CDD was approved by the Marine Corps Requirements Oversight Council (MROC). The MROC recognizes the need for MCEITS capability and believes the program should be accelerated. The MCEITS PM is responsible for determining the best acquisition strategy to ensure the program is accelerated within the critical constraints of cost, schedule and performance.

Within the ISI/PG, there is a requirement to establish a defined and accelerated acquisition approach for MCEITS within a consistent framework (e.g., ACAT level) based upon defined technical objectives. Within this framework responsibility for prime vendor engineering products, execution of program control, interoperability compliance, system/subsystem effectiveness, testing, and logistics must be considered as complementary elements, executed through a comprehensive systems engineering and management approach. This framework must also include business and economic considerations (e.g., CCA compliance) affecting selection of technical strategies. Key support requirements for the FY07 period include:

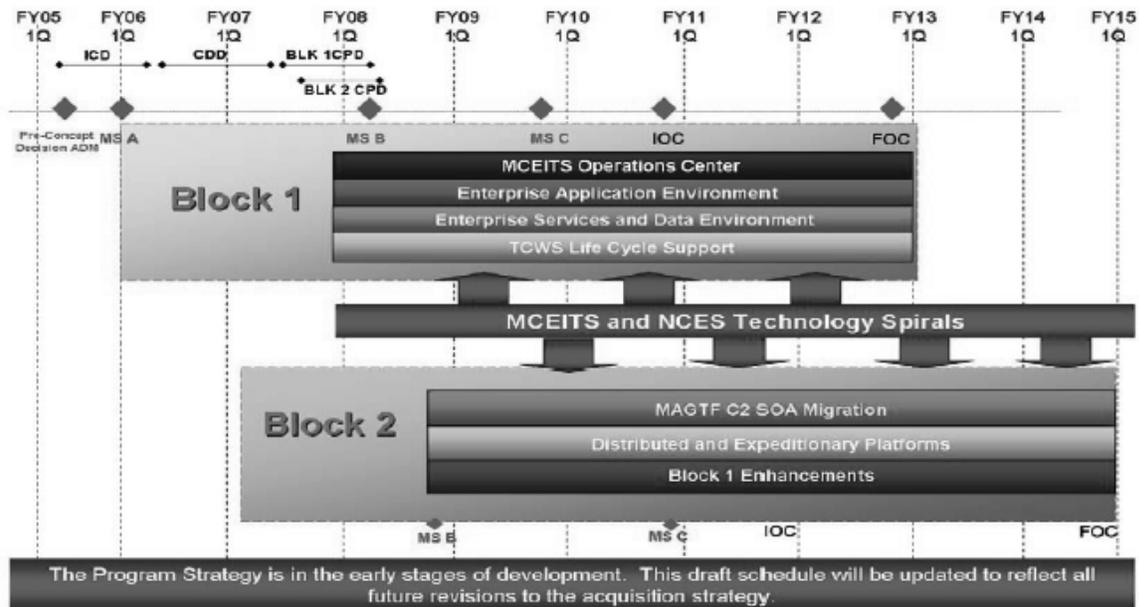
**Summary of Notional Deliverables for Task Order: CEOss-07-Q-SE-000**

This is a notional summary of anticipated project deliverables for the cited task order for Milestone B anticipated in September 2007. All Milestone B documentation is currently under development and will required update and completion for Milestone B. Deliverable dates for Milestone C have not been provided and will be confirmed after Milestone B is approved. It is not an all inclusive list, nor does it include interim deliverables. Delineation of activities, work packages, and staffing to accomplish the deliverable within the target date window are the responsibility of the vendor. Metrics compliance and acceptance are the responsibility of the government task lead.

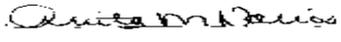
<b>Deliverable</b>	<b>WBS Para.</b>	<b>Target Due Date</b>	<b>Latest Due Date</b>	<b>Metric<sup>2</sup></b>
Preliminary System Performance Specification	2.1.1	05/23/2007	06/23/2007	Quality Assurance Plan
Test and Evaluation Master Plan	2.1.2	08/05/2007	08/19/2007	Quality Assurance Plan
Systems Engineering Plan	2.1.1	07/10/2007	08/10/2007	Quality Assurance Plan
Programmatic Environment, Safety, and Occupational Health Evaluation (PESHE)	2.1.1	05/30/2007	07/15/2007	Quality Assurance Plan
Program Protection Plan	2.1.1	06/15/2007	06/30/2007	Quality Assurance Plan
Technology Readiness Assessment	2.1.1	06/22/2007	07/22/2007	Quality Assurance Plan
Validated System Support and Maintenance Objectives and Requirements	2.1.1	08/10/2007	09/10/2007	Quality Assurance Plan
Footprint Reduction	2.1.1	08/10/2007	10/10/2007	Quality Assurance Plan
Information Support Plan (update)	2.1.1	07/05/2007	07/15/2007	Quality Assurance Plan
System Threat Assessment	2.1.1	08/10/2007	08/31/2007	Quality Assurance Plan
System Security Authorization Agreement	2.1.1	11/30/2007	01/30/2008	Quality Assurance Plan

<sup>2</sup> Quality Assurance Plan will be developed by Contractor and approved by the PM MCEITS Project Lead.

Configuration Management Plan	2.1.1	07/30/2007	08/30/2007	Quality Assurance Plan
Test and Evaluation Strategy	2.1.2	06/30/2007	07/30/2007	Quality Assurance Plan
Requirements Traceability Matrix	2.1.1	05/30/2007	06/15/2007	Quality Assurance Plan



**MCEITS NOTIONAL DEVELOPMENT SCHEDULE**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 18	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 06-Dec-2006		4. ORDER NUMBER 0026		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$644,720.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0SEC Proposal</u> OFFER DATED <u>24-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	
						06-Dec-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

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

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

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP MC2I TBMCS Program Support services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 24 November 2006. FOB: Destination				
				NET AMT	\$0.00
0001AA	ACRN ET - M9545007RCR7AT3 FFP FOB: Destination MILSTRIP: M9545007RCR7AT3 PURCHASE REQUEST NUMBER: M9545007RCR7AT3	430,000	Each	\$1.00	\$430,000.00
				NET AMT	\$430,000.00
	ACRN ET CIN: M9545007RCR7AT30001AA				\$430,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		19,453	Each	\$1.00	\$19,453.00
	ACRN EU - M6785407RCAU204				
	FFP				
	FOB: Destination				
	MILSTRIP: M6785407RCAU204				
	PURCHASE REQUEST NUMBER: M6785407RCAU204				

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NET AMT	\$19,453.00
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ACRN EU	\$19,453.00
CIN: M6785407RCAU2040001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		158,195	Each	\$1.00	\$158,195.00
	Labor - Incremental Funding				
	FFP				
	See Limitation of Government Obligation Clause.				
	FOB: Destination				

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NET AMT	\$158,195.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Travel/ODCs				
	FFP				
	FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		37,072	Each	\$1.00	\$37,072.00
	ACRN EU - M6785407RCAU204				
	FFP				
	FOB: Destination				
	MILSTRIP: M6785407RCAU204				
	PURCHASE REQUEST NUMBER: M6785407RCAU204				
				NET AMT	\$37,072.00
	ACRN EU				\$37,072.00
	CIN: M6785407RCAU2040002AA				

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-DEC-2006 TO 10-DEC-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

ET: 1771319M7KC 260 67854 067443 2D C2273E  
 COST CODE: 45007RCR7AT3  
 AMOUNT: \$430,000.00  
 CIN M9545007RCR7AT30001AA: \$430,000.00

EU: 177110627A0 250 67854 067443 2D M67854  
 COST CODE: 85407RCAU204  
 AMOUNT: \$56,525.00  
 CIN M6785407RCAU2040001AB: \$19,453.00

CIN M6785407RCAU2040002AA: \$37,072.00

AWARD TERMS AND CONDITIONS**SECTION TWO**

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0026 is issued as a **FIXED PRICE** order for Labor (CLIN 0001), **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

**FUNDS AVAILABLE FOR PAYMENT:**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
ET	430000.00	0.00	0.00	\$430,000.00
EU	19453.00	37072.00	0.00	\$56,525.00
Total	\$449,453.00	\$37,072.00	\$0.00	\$486,525.00

**The total amount of funding available for payment under this task order is \$486,525.00.**

3. **PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
4. **INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
5. **PROJECT OFFICER:** The Project Officer under this order is:

**Ms. Deborah Webb (703) 432-4089 (Cell 540 295-3560)**

[Deborah.webb@usmc.mil](mailto:Deborah.webb@usmc.mil)

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

**6. INVOICES:**

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract: M67854-02-A-9020

Task Order: 0026

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
01/11/2007	50637.0
02/10/2007	50637.0
03/12/2007	50637.0
04/11/2007	50637.0
05/12/2007	50637.0
06/11/2007	50637.0
07/12/2007	50637.0
08/11/2007	50637.0
09/11/2007	50637.0
10/11/2007	50637.0
11/11/2007	50637.0
12/11/2007	50641.0
Total	\$607,648.00

**7. DELIVERY DESTINATION:**

Commander, MARCORSYSCOM  
 PM MC2I ATTN: Ms. Deborah Webb  
 2200 LESTER ST  
 QUANTICO, VA 22134

**8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A****9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning 11 December 2006, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

**11. DFARS 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 **\$ 449,453.00** 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	\$ 486,525.00
NTE 06/06/07	\$ 6,283.00
NTE 09/06/07	\$151,912.00
<b>TOTAL</b>	<b>\$644,720.00</b>

**SECTION THREE**  
**STATEMENT OF WORK FOR**  
**MC2I THEATER BATTLE MANAGEMENT CORE SYSTEMS**  
**PROGRAM 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), Theater Battle Management Core Systems (TBMCS) program. Key events requiring Contractor support include providing engineering product assessments (e.g., interoperability assessments, testing support, systems engineering plans) for the TBMCS development efforts, including Air Command and Control interoperability and implementation, and providing technical fielding support at formal schoolhouses, ensuring USMC requirements and interests are implemented. In this capacity, Contractor staff will assess new TBMCS software releases, providing Air C2 technical expertise, facilitate the coordination of interoperability issues with other Services and Agencies, and modify applicable documents and training materials. This effort will also include active IPT participation with Joint Service participants, the prime vendor, and in other forums of interest. TBMCS version releases and related events are as follows for FY06:

- TBMCS v1.1.3 Fielding – FY 06/FY 07
- TBMCS 1.1.4 Development – FY 06/FY 07
- TBMCS 1.1.4 Testing –FY07
- TBMCS 1.1.4 Fielding –FY08

Based upon this schedule, coincident with planning contingencies (e.g., OIF, etc.) and Joint Service priorities, the Marine Corps will continue to engage in TBMCS functionality development (with a view toward Net Enabled Command Capability), deploy TBMCS current versions, coordinate support requirements, and accomplish testing necessary to ensure seamless integration into Marine Air Command and Control System (MACCS) assets.

**1.1 Background.** TBMCS is a JCS-mandated air warfare planning tool for generating and disseminating the Air Tasking Order (ATO), and is a follow-on system to the Contingency Theater Automated Planning System (CTAPS). This U.S. Air Force (USAF) led program provides a suite of automated tools necessary to manage tactical air operations, execute area air defense, and coordinate interoperability responsibilities between in theater battle elements. TBMCS is located at the TACC, the executive component of the Marine Air Command and Control System (MACCS). TBMCS is an iterative, evolutionary program, generating multiple version releases of the application throughout the year. The TBMCS Project Officer is responsible for participating in version development, managing versions releases on behalf of USMC customers, coordinating with Joint Services and Agencies to ensure interoperability with strategic and tactical systems, providing technical expertise as it relates to Air C2 capabilities and joint processes, and ensuring USMC requirements are properly implemented in TBMCS version releases, coordinating updates to training curriculum, and ensuring the effectiveness of the training program executed at the respective TACC sites.

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

Activity – Anticipated Percentage	Para	Metric
• Technical Support / Test Planning / Security & Certification	25% 2.1.1	Ref: QASP
• Systems Engineering Support	25% 2.1.2	
• Training / Curriculum Development	45% 2.1.3	
• Technical Management and Administration	5% 2.1.4	

The scope of work associated with each of these task activities will vary by activity precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a program manager, ideally dual-tasked as a technical director in the engineering domain, to act as both coordinator of task activities and to serve as the overall expert for successful completion of this task initiative, including engineering, training and logistics activities.

## 2.1 Specific Requirements

**2.1.1. Technical Support / Test Planning / Security & Certification.** The TBMCS PM is responsible for all technical and support activities necessary to define, develop, and deploy operationally superior Air C2 systems coincident with the program baseline and schedule. Within this framework are requirements for implementation of technical capabilities that will ensure the interoperability of legacy C2 systems with the planned MAGTF C2 architecture. Such actions include: Assessing interoperability initiatives (e.g., MACCS, Common Operating Environment (COE), Air Force/Navy sensor development efforts) and their potential impact on Air C2 mission effectiveness; interoperability planning (both HW and SW) and OEM coordination; and spiral development planning. Additionally, this phase of the acquisition cycle will involve extensive test planning (both DT and OT), coordination with the OEM to ensure test readiness, evaluate test outputs, and to ensure the quality of the resulting integration efforts. Emerging areas of engineering focus will include DITSCAP certification, Network Security, and Information Assurance Vulnerability Alerts (IAVAs), inclusive of the associated documentation, participation in multiple technical working groups to represent program interests and generating technical position papers and inputs to acquisition documentation (e.g., SSAAs, SAMP, TEMP, etc.). The Contractor is responsible for providing expert engineering analytical support covering systems engineering, software and hardware development, testing, and security to achieve program goals consistent with schedules and baseline performance agreements. Ancillary requirements include subject matter expertise (SME) to support requirements analysis, conducting product engineering assessments, and technology planning to ensure seamless integration within the DoD Architecture Framework (DoDAF).

**2.1.2 Systems Engineering Support.** The MC2S PM is responsible for establishing a systems engineering program consistent with the technical requirements and operational priorities of the PGD. Within this framework, responsibility for technical assessment of product solutions, interoperability impacts, system/subsystem effectiveness, testing, and logistics support must be

considered as complementary elements. Overarching objectives of this effort are to ensure compliance with program requirements (e.g., specifications, SOW, commercial standards, verification for MAGTF ATO requirements, and analytical review of interoperability requirements, and representation at technical forums). The Contractor is responsible for supporting these issues with systems engineering (e.g. MACCS, 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 expert knowledge of systems engineering integration and interoperability for ATO C2 systems with concomitant expert knowledge of USMC concepts of employment with MAGTF ATO assets. Outputs of this support will include preparation of program documentation related to engineering-centric acquisition requirements; and active participation in program events as delineated by the program schedules.

*2.1.2.1 Joint Defensive Planner Engineering Support.* As an application in TBMCS, the Joint Defensive Planner continues to evolve as implementation of NCES begins. The Contractor will provide the expertise to ensure JDP functionality remains stable through the migration, and no detrimental effects (i.e., lost functionality) is suffered by the application during the transition. The Contractor will be required to develop and evaluate options, and suggest future steps to ensure JDP meets functional requirements. Critical Contractor support includes air and missile defense planning, and the technical implementation of tactical air operational data in order to provide solutions to net-centric engineering challenges. The Contractor will support the JDP Users' Group with air and missile defense SMEs to support future development of the application. The Contractor will provide JDP installation expertise in the TACC, and may be required to explain its concept of employment to OPFORs during fielding.

*2.1.2.2 Joint Airspace Management and Deconfliction (JASMAD) Support.* JASMAD is a new application being developed by the Air Force for use by airspace managers in order to quickly plan and implement airspace control orders (ACOs) in a near real time environment. The Contractor will provide engineering support of the airspace planning process, MIL-STD 6040, USMTF 2000/2004, and the data/metadata that support both MIL-STD 6040, USMTF and NATO directives in order to support ICP development. The Contractor shall provide ATO/ACO and the Tactical Operational Data (TACOPDAT) planning process to ensure they meet MAGTF functional requirements. This includes supporting the JASMAD User's Group spiral development of the JASMAD application.

*2.1.2.3 Joint Air and Missile Defense Community of Interest (JAMD COI) Engineering Support.* The TBMCS Project Office participates as the Marine Corps member to the JAMD COI. The Contractor will provide operational expertise and data engineering acumen in order to support the Marine Corps' participation. Critical aspects of support include developing data models (e.g. Integrated Definition (IDEF) and Universal Modeling Language (UML) formats) and developing/collaborating on Extensible Markup Language (XML) schemas based on jointly developed data dictionaries and taxonomies. This includes providing a coordinating support effort with the Missile Defense Agency, the Joint Track Management Program Office, and other agencies as required.

*2.1.3. Training / Curriculum Development.* The TBMCS Project Officer is responsible for supporting the joint schoolhouse at the 505TRS, Hurlburt Field, FL with TBMCS System Administration and Perimeter Security System (PSS) instructor personnel. Critical aspects of Contractor support include developing and update the training curriculum that supports USMC employment of TBMCS. This includes developing of training materials coincident with software

version releases, coordinating on-going technical instruction with the USMC / Joint training staff, providing SME guidance to instructor staff, and supporting system administration and PSS lab exercises (both joint and USMC specific labs) during formal AOC Systems Administrator Course (AOCIQTSYS) and Air and Space Operations Center Network Administration Initial Qualification Training (AOCIQTNET) courses.

**2.1.3.1 Logistics Support.** The TBMCS Project Officer is responsible for coordinating logistics support requirements with the OPFORs (e.g., Marine Air Wings) and with MCLB, Albany, GA. Within this framework are requirements to coordinate TBMCS version releases with both the Joint sponsor and with Marine Corps receiving units, ensure appropriate configuration processes are in place, and ensure updates to documentation and training materials. The Contractor is responsible for developing a logistics sustainment strategy that reflects the TBMCS event schedule and planning priorities delineated by the Project Officer. This includes establishing a cohesive support framework that includes coordination with Joint sponsors and OPFORs to support service pack releases, documentation updates and configuration management with MCLB, Albany, GA.

**2.1.4. Technical Management & Administration.** The TBMCS Project Officer is responsible for establishing a cohesive technical management framework that ensures PORs requirements are executed within program constraints. This includes all actions necessary to effectively support program technical activities including business planning, conduct exercises, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. 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 ODC Requirements.** The Contractor is required to provide facilities for meetings and IPTs (e.g., 10-40 personnel), as well as a suitable infrastructure to manage program requirements (application software, document library, databases) throughout the course of performance to support the scope of activities. Local and other CONUS travel may be required as detailed in Attachment 1. Other Direct Charges (ODCs) anticipated with the cost of business (e.g., cellular service, printing etc.) should be identified at the time of proposal submission. Technical work will take place at Government facilities at Hurlburt Field, FL. On site government performance positions will be facilitated, to include NMCI access. Should the cost for NMCI access not be borne by the government sponsor, the costs for the associated level of access will be reimbursed on a monthly charge basis.

### Attachment 1 – Notional Travel Schedule

**Engineering Support Team/Program Administration:** The Engineering Support Team can anticipate travel in support of known activities to the locations in the following table. It is expected only one traveler will be required on each visit. In the case of fielding and exercise support activities, advance approval from the TBMCS Project Officer is required if more than one traveler is required:

Destination	Purpose	# of Trips	# of days
Idaho Falls, ID	Curriculum Review	2	5
SPAWAR, San Diego	Technical Interchange Mtgs	2	5
Hollywood, MD	JASMAD/JDP Users' Evaluation	2	5
Hunstville, AL	JAMD COI TIM	2	5
Reston, VA	JAMD COI TIM	2	5
Colorado Springs, CO	Technical Interchange Mtgs	3	5

**505TRS Representatives:** The On-Site representative(s) at the 505 TRS can anticipate travel in support of known activities to the locations shown in the following table.

Origin	Destination	Purpose	# of Trips	# of days
<b>Hurlburt Field, Ft. Walton Beach, FL</b>	29 Palms, CA	Curriculum Coordination	1	5
	Idaho Falls, ID	Curriculum Review	2	5

This is a notional schedule and is provided to indicate the amount of time an instructor / SME might expect to travel under this task order. The actual locations, occurrences, and durations may vary and will be reimbursed to the Contractor at cost.

**ATTACHMENT 2****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 TBMCS 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 TBMCS Project Officer will act as the Technical Representative for this task and her authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOss Contracting Officer. The Technical Representative will:

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

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

- Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

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

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

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

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

Technical Support / Test Planning / Security & Certification. The Contractor will be evaluated on the quality of their support to the technical priorities associated with the overall TBMCS program (both Joint and USMC), coordination efforts with the principals, and overall comprehensiveness of the support strategy.

Systems Engineering Support. The Contractor will be evaluated on their systems engineering plans and application support associated with MAGTF ATO products and services, and coordination of with Joint Services and Agencies.

Training / Curriculum Development. The Contractor will be evaluated on the quality of their support to the cited TBMCS initiatives, inclusive of quality of training products and instruction, contribution to schedule compliance, and overall successful attainment of program milestones.

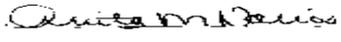
Technical Management & Administration. The Contractor will be evaluated on the quality of their overall engineering support and technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules.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

## Enclosure 1

## PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>1</sup>	Method of Surveillance
Technical Support / Test Planning / Security & Certification	2.1.1	Acceptable performance has been met when the quality of Contractor engineering products and services has 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 the quality of Contractor systems engineering products and services has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Training / Curriculum Development	2.1.3	Acceptable performance has been met when the quality of Contractor products and services has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management / Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M9545007RCR7AW1		PAGE 1 OF 14					
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 20-Nov-2006		4. ORDER NUMBER 0025		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  <b>SEE SCHEDULE</b>			CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL.			CODE 0LN66		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022		CODE M67443				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>									
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$564,191.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>0</u> OSEC Proposal <input checked="" type="checkbox"/> OFFER DATED <u>02-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			
								20-Nov-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil					

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Monthly Labor Report for Joint Test Thread (JTT FEDOS) support shall be performed in accordance with the attached Statement of Work and the Contractor's proposal dated 02 November 2006 FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EN - M9545007RCR7AW1 FFP FOB: Destination MILSTRIP: M9545007RCR7AW1 PURCHASE REQUEST NUMBER: M9545007RCR7AW1	137,184	Each	\$1.00	\$137,184.00
				NET AMT	\$137,184.00
	ACRN EN CIN: M9545007RCR7AW10001AA				\$137,184.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		394,191	Each	\$1.00	\$394,191.00

Labor - Incrementally Funded  
FFP

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

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NET AMT	\$394,191.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Travel/ODCs  
FFP  
FOB: Destination

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		32,816	Each	\$1.00	\$32,816.00

ACRN EN - M9545007RCR7AW1  
FFP  
FOB: Destination  
MILSTRIP: M9545007RCR7AW1  
PURCHASE REQUEST NUMBER: M9545007RCR7AW1

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NET AMT	\$32,816.00
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ACRN EN	\$32,816.00
CIN: M9545007RCR7AW10002AA	

## 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 20-NOV-2006 TO 19-NOV-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

EN: 1771319M7KC 250 67854 067443 2D C2277E  
 COST CODE: 7RCR7AW10628  
 AMOUNT: \$170,000.00  
 CIN M9545007RCR7AW10001AA: \$137,184.00  
 CIN M9545007RCR7AW10002AA: \$32,816.00

## AWARD TERMS AND CONDITONS

### SECTION TWO

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0025 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area

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

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

**FUNDS AVAILABLE FOR PAYMENT**

ACRN >>	Labor	Travel/ODC	T&M Support	Total
EN	137184.00	32816.00	0.00	\$170,000.00
Total	\$137,184.00	\$32,816.00	\$0.00	\$170,000.00

The total amount of funding available for payment under this task order is: **\$170,000.00**.

- 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:

**Captain Thomas Guthrie (703) 432- 3848**  
[thomas.guthrie@usmc.mil](mailto:thomas.guthrie@usmc.mil)

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

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment

and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9020

Task Order Number: 0025

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
12/20/2006	44281.0
01/20/2007	44281.0
02/19/2007	44281.0
03/21/2007	44281.0
04/20/2007	44281.0
05/21/2007	44281.0
06/20/2007	44281.0
07/21/2007	44281.0
08/20/2007	44281.0
09/20/2007	44281.0
10/20/2007	44281.0
11/20/2007	44284.0
Total	\$531,375.00

**7. DELIVERY DESTINATION:**

COMMANDING GENERAL  
 MARCORSSCOM ATTN: Capt Guthrie  
 2200 LESTER ST  
 QUANTICO, VA 22134

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

**9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning 20 November 2006, 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 **\$137,184.00** 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	\$170,000.00
NTE 02/20/2007	\$128,503.50
NTE 05/20/2007	\$132,843.75
NTE 08/20/2007	\$132,843.75

## SECTION THREE

### STATEMENT OF WORK FOR

### Joint Test Tread and Federation of System Test Thread

#### Engineering & Scientific

**1.0 Scope.** The scope of this effort is to provide on-going technical, programmatic, managerial, and administrative support to the Deputy Commander, C4I Integration (C4I/I). Included in this Directorate is the Systems Engineering and Integration (SE&I) Division, Marine Corps Systems Command (MCSC). Support efforts include capturing and identifying critical testing interdependencies between USMC C4ISR systems that will be utilizing the Global Information Grid (GIG) and Net Centric Enterprise Services (NCES) concepts. As new systems are being developed utilizing current and planned technologies, the SE&I Division requires additional support to establish an analysis methodology and framework for establishing current and future interdependencies to permit a “what if” analysis that will allow the Warfighter with a hierarchical set of testing alternatives resulting from an examination of resources to plan and conduct testing at the enterprise level. This effort will focus on the enterprise test and evaluation process of Joint, Naval, and Coalition capabilities into complementary Marine Corps programs. Critical testing support efforts include developing Joint Test Threads (JTT) at and supporting the FEDOS Test Thread development for integrations of C4I systems. This JTT effort will generate architectural products (e.g. threads, graphics, OVs, SVs) that will provide the foundation for the USMC to participate in Joint Test Events.

**1.1 Background.** The charter of the Deputy Commander, C4I/I is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. This will be accomplished through technical systems architecture definition, design and life cycle management of an integrated, interoperable, warfighting system. The SE&I Division is responsible for the application of this vision to Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) integration strategies for MCSC programs. The C4I/I Operations team provides business and analytical support to the SE&I Division. The Defense Information Systems Agency (DISA) created the NCES program to provide enterprise services in support of the GIG. NCES will provide Department of Defense (DoD) organizations ubiquitous access to reliable, decision-quality information through a net-based services infrastructure and applications to bridge real-time and near-real-time communities of interest (COI). NCES will empower the edge user to pull information from any available source, with minimal latency, to support the mission. Its capabilities will allow GIG users to task, post, process, use, store, manage and protect information resources on demand for warriors, policy makers and support personnel. The purpose of the FEDOS Test is to annually assess the integration and interoperability of the various C4I systems within Marine Corps Systems Command (MARCORSYSCOM). The strategic goal of the FEDOS event is to field a war-winning C4I information handling system which meets the current and emerging needs of Marine Corps warfighters.

**2.0 General Requirements.** The Contractor shall provide continuous support for Deputy Commander C4I Integration’s mission initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
-----------------------------------	------	--------

- MAGTF C2 Enterprise Test Support 90% 2.1.1
- Technical Management & Administration 10% 2.1.2

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 MAGTF C2 Enterprise Test Support.** The Deputy Commander, C4I/I is responsible for establishing an optimal testing integration strategy that supports current program initiatives and emerging requirements to field and sustain modernized capabilities under the comprehensive Service Oriented Architecture concepts. In selecting the optimal testing course of action (COA), the Program Office must assess the “as is” state of the interdependent systems based upon a sound analytical foundation that integrates multiple variables (e.g., technology, maturity, scalability, etc.) into a sound decision support framework. This framework will support comparative analysis of alternatives, industry benchmarks, stakeholder priorities, and constraints affecting integration efforts. The Contractor is responsible for implementing an analysis framework to identify associated risks and impacts, establish an analytical baseline for identifying and prioritizing alternatives, and recommending suitable strategies to Program Office staff based upon defined objectives and empirical measures. Within this framework are requirements to perform “what if” scenario modeling based upon operational requirements analysis of C4ISR systems, and produce interdependent relationships and risk outputs. The goal of this process is to support the development of the Enterprise Test Program Plans (ETPP, FEDOS) and to provide support for the ETPP/FEDOS WIPTs (e.g. minutes, documentation coordination, status briefs).

**2.1.1.1 *Joint Thread Development.*** The Deputy Commander, C4I/I is responsible for participating with the Joint community in the development of Joint Test Threads and refinement of the Joint Thread Development process. The JTTs are constructed in cooperation with the other services to support joint test events. The Contractor is responsible for assisting the Deputy Commander, C4I/I in developing JTTs for use by USMC systems in a Joint test environment. Critical Contractor support areas include developing and updating the JTT Style Guide, Process Guide, OV-4 Notional Organizational Chart, and other JTT documents. Ancillary requirements include participating in IPTs and program reviews to support joint test planning.

**2.1.1.2 *Federation of Systems (FEDOS) Joint Thread Development.*** Deputy Commander, C4I/I is responsible for developing a Test Thread capability/warfighting functionally based set of Marine Corps test threads for use in the FEDOS test event. The Contractor is responsible for the development of test threads traceable to the capabilities implicit in the USMC warfighting function. FEDOS is a Marine Corps internal system of systems test used to help validate the interoperability of Marine Corps systems in a network centric, warfighting scenario. Ancillary requirements include participating in IPTs and program reviews to support FEDOS planning. Critical Contractor support areas include developing and updating tests guides, OV-4 Notional Organizational Chart, and other FEDOS documents. Ancillary requirements include participating in IPTs and program reviews to support joint test planning.

2.1.3 Technical Management & Administration. The SE&I Project Officer is responsible for establishing a cohesive technical management framework that ensures task order activities produce the desired objectives. This includes all actions necessary to effectively support program technical activities, including business planning, conduct exercises, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. Key facets of management performance include developing formal processes for reporting performance, ensuring progress of task actions, interfacing with Government customers, and executing in accordance with quality assurance provisions. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

**3.0 Facilities, Travel and ODCs.** This effort will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel) as well as a suitable infrastructure to manage program requirements throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

## ATTACHMENT 1

### QUALITY ASSURANCE SURVEILLANCE PLAN

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

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

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

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

- Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.
- Inspections: A qualitative inspections can be accomplished through one of the following techniques:

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

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

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

MAGTF C2 Enterprise Test Support. The Contractor will be evaluated on the product quality of their MAGTF C2 Enterprise analysis and test thread support. This includes assessment methodology, engineering support, documentation, and successful close out of operational related issues.

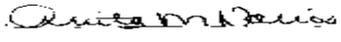
Technical Management and Administration. The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This includes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

### Enclosure 1

#### PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>1</sup>	Method of Surveillance
MAGTF C2 Enterprise Analysis	2.1.1	Acceptable performance has been met when the MAGTF C2 Enterprise Analysis has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration	2.1.2	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 16	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 13-Nov-2006		4. ORDER NUMBER 0024		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$498,180.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0SEC Proposal</u> OFFER DATED <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	
						14-Nov-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP MC2I SBT Engineering Support shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 7 November 2006. FOB: Destination				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EH - M9545007RC74049 FFP FOB: Destination MILSTRIP: M9545007RC74049	52,660	Each	\$1.00	\$52,660.00
				NET AMT	\$52,660.00
	ACRN EH CIN: M9545007RC740490001AA				\$52,660.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		157,020	Each	\$1.00	\$157,020.00
	ACRN EJ - M9545007RC74048				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RC74048				
	PURCHASE REQUEST NUMBER: M9545007RC74048				

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NET AMT	\$157,020.00
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ACRN EJ	\$157,020.00
CIN: M9545007RC740480001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		268,500	Each	\$1.00	\$268,500.00
	Incremental Funding				
	FFP				
	See Limitation of Government Obligation Clause.				
	FOB: Destination				

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NET AMT	\$268,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Travel/ODCs				
	FFP				
	FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN EH - M9545007RC74049 FFP FOB: Destination MILSTRIP: M9545007RC74049 PURCHASE REQUEST NUMBER: M9545007RC74049	20,000	Each	\$1.00	\$20,000.00
NET AMT					\$20,000.00
ACRN EH CIN: M9545007RC740490002AA					\$20,000.00

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-NOV-2006 TO 13-NOV-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
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

EH: 17711094640 310 67854 067443 2D 464007  
 COST CODE: 45007RC74049  
 AMOUNT: \$72,660.00  
 CIN M9545007RC740490001AA: \$52,660.00  
 CIN M9545007RC740490002AA: \$20,000.00

EJ: 17711094631 310 67854 067443 2D 463105

COST CODE: 45007RC74048

AMOUNT: \$157,020.00

CIN M9545007RC740480001AB: \$157,020.00

TERMS AND CONDITIONS**SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0024 is issued as a **FIXED PRICE** order for Labor (CLIN 0001), **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- 2. APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

**FUNDS AVAILABLE FOR PAYMENT:**

<b>ACRN &gt;&gt;</b>	<b>Labor</b>	<b>Travel/ODC</b>	<b>T&amp;M Support</b>	<b>Total</b>
EH	52660.00	20000.00	0.00	\$72,660.00
EJ	157020.00	0.00	0.00	\$157,020.0
<b>Total</b>	<b>\$209,680.0</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$229,680.0</b>

**The total amount of funding available for payment on this task order is \$229,680.00.**

- 3. PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
- 4. INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
- 5. PROJECT OFFICER:** The Project Officer under this order is:  
**Mr. Michael Ferraro 432.4172**  
[michael.ferraro@usmc.mil](mailto:michael.ferraro@usmc.mil)

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting

role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

## 6. INVOICES:

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

### Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract: M67854-02-A-9020

Task Order: 0024

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

<b>CLIN 0001 <u>Modify</u> <u>Delete</u></b>	<b>Total</b>
12/14/2006	39848.0
01/14/2007	39848.0
02/13/2007	39848.0
03/15/2007	39848.0
04/14/2007	39848.0
05/15/2007	39848.0

06/14/2007	39848.0	
07/15/2007	39848.0	
08/14/2007	39848.0	
09/14/2007	39848.0	
10/14/2007	39848.0	
11/14/2007	39852.0	
Total	\$478,180.0	

**7. DELIVERY DESTINATION:**

CG MCSC ATTN: Mr. Ferraro  
 2200 LESTER ST  
 QUANTICO, VA 22134

**8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A****9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning 14 November 2006. There is one (1) 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 **\$ 209,680.00** 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	\$ 229,680.00
NTE 02/13/2007	\$ 89,500.00
NTE 05/13/2007	\$ 89,500.00
NTE 08/16/2007	\$ 89,500.00
<b>TOTAL</b>	<b>\$498,180.00</b>

## **SECTION THREE**

### **STATEMENT OF WORK FOR**

### **MAGTF C2 WEAPONS AND SENSORS DEVELOPMENT & INTEGRATION**

### **STRATEGIC BUSINESS TEAM ENGINEERING SUPPORT**

### **Engineering & Scientific**

**1.0 Scope.** The scope of this effort is to provide on-going engineering and technical support to the Product Group Director (PGD), MAGTF C2 Weapons and Sensors Development and Integration (MC2I). The Strategic Business Team (SBT) lead engineer and Technical Director have requirements for supporting the verification of interoperability and supportability requirements for the MAGTF C2 master architecture across PG-11 Programs of Record. This includes helping the Technical Director to facilitate the goal of the MAGTF C2 Coordination Team (MCT): to confirm to the PGD that the MC2I systems provide effective war-fighting capability and validate that the hardware and software that comprise a MC2I family of systems can exchange needed information among themselves and with other systems. Other areas of focus for the Technical Director include technical support and PG representation at various IPTs such as Joint Command and Control Meetings (JC2), MAGTF C2 Requirements, and C4I and Marine Corps Integrated Architecture (MCIAP) meetings, as well as reviewing large and complex policy and architecture documents. This also includes supporting the Technical Director's efforts with complex USMC, USN and Joint systems and concepts. For the SBT Engineer, support will include going to various working group meetings and representing MC2I on various IPTs; reviewing program related information in preparation of milestones, testing, and various data calls; obtaining program related milestone/schedule information for planning purposes; providing assistance with technical reviews; helping to develop and manage internal systems engineering meetings; helping to coordinate PG-11 engineering issues and positions with other PGs and/or their programs.

**1.1 Background.** The MC2I product group is responsible for managing, evaluating and integrating capabilities based initiatives affecting USMC C2 systems, and providing subject matter expertise at various USMC and Joint Service forums responsible for Joint integration. The MROC Decision Memorandum 29-2005, (24 Feb 2005), outlined requirements for integrating all Advocate requirements into a common MAGTF capability. The definition of a MAGTF End-to-End Strategy as a combat force development strategy built with the objective of delivering an end-to-end, fully integrated, cross-functional set of MAGTF capabilities, that include forward deployed as well as "reach back" functions. End-to-End C2 also includes cross-functional integration and it spans strategic, operational, and tactical C2 requirements. In response to this MROCM, the MC2I Product Group is responsible for fusing the Marine Corps aviation and ground command and control (C2) systems into a single solution that is transparent to the war-fighter in effectively managing MC2I assets. The MC2I Product Group must ensure that existing capabilities and spiral capabilities are interoperable and executable within required timelines. MAGTF C2 integration with FORCEnet Concept and Joint Command and Control (JC2) at the tactical, operational and strategic levels must be accomplished, while retaining the identity of MAGTF C2 and Marine Corps-unique capabilities and force structures. System engineering responsibilities span the gamut of MC2I programs and include requirements for system software engineering analysis, system integration, system architecture, requirements identification and traceability, as well as subject matter expertise to support the integration of the MAGTF solution into the DoN IT and Sea-basing Strategies and Future Naval Capabilities.

**2.0 General Requirements.** The Contractor shall provide continuous support for strategic MC2I initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage		Para	Metric
• Strategic Operations Support	45%	2.1.1	
• Systems Engineering Support	45%	2.1.2	Ref: QASP
• Technical Management and Administration	10%	2.1.3	

The scope of work associated with each of these task activities may vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable 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 Strategic Operations Support. The MC2I SBT (Technical Director) is responsible for managing the successful integration of USMC systems into the MC2I master architecture. The current emphasis is on the Family of Systems / System of Systems (FoS/SoS) approach to link capability requirements with legacy and future systems and processes. This entails the analysis of program interdependencies, testing, and upgrades. The MC2I architecture is comprised of architecture products developed by MC2I program offices, as evidenced by the establishment of Information Support Plans (ISPs) and/or various architecture views. Complex USMC, USN and Joint systems and concepts such as Joint Blue Force Situational Awareness (JBSA), Blue Force Tracking (BFT) Convergence, Single Integrated Air Picture (SIAP), and Integrated Architecture Behavior Model (IABM) will be included where applicable. The Contractor shall be required to support these activities utilizing a capabilities-based approach based on existing MC2I programs and architecture products to assist the Technical Director (and thereby, the MCT) in determining capability gaps or overlaps. This includes understanding the evolving role of Federation of Systems (FedOS) testing as being defined by MCSC C4I and how this complements the MCT goals. This support shall include providing technical and programmatic analysis and field test, evaluation, and demonstration support (e.g. FedOS). The Contractor will also support the Technical Director's efforts in the participation of MAGTF C2 ICD/CDD IPTs and JC2 IPTs; as the liaison to MCSC C4I (to include architecture working groups); and as the primary interface to Information Assurance ISP support; and working with the MCT to ensure testing and compliance goals are met. The Contractor will represent PG-11 at various meetings, (e.g. Army/Marine Corps Architecture Systems Engineering Board) and Army integration efforts associated with initiatives (e.g. Future Combat Systems). The Contractor shall provide support in addressing the architecture and interoperability efforts to the Ground C2 side of MC2I programs.

2.1.2 Systems Engineering Support. The MC2I SBT lead engineer is responsible for establishing systems engineering goals and objectives within PG-11. These goals and objectives are associated with acquisition milestones, technical reviews, and test and fielding efforts, as well as elements such as Technical Readiness Assessments and Operational Test Readiness

Certifications. The Contractor shall support these efforts through analyses at both the engineering and operational levels. In addition, the SBT lead engineer is responsible for a multitude of taskers that need coordinated responses from multiple programs. The Contractor shall support the SBT lead engineer in developing consistent business practices and acquisition processes for the product group to ensure current compliance with MCSC and DoD systems engineering processes. This includes providing support in completing acquisition documents (e.g. MCSAMPs, SEPs, RTMs, Configuration Management (CM) Plan, and Risk Management Plans) The Contractor is responsible for supporting these efforts with expert assessments of these plans and documents (which may also include Test and Evaluation Management Plans (TEMPs), Information Assurance strategies, and Human Systems Integration (HSI) issues) and supporting the SBT lead engineer in, a wide variety of IPTs. These IPTs include, but are not limited to, Marine Corps Common Hardware Suite IPT, Software Working Group, Hardware Working Group, Engineering FIT, CM IPT, Test IPT, Target Board, and the Enterprise Interoperability Working Group. An additional support initiative includes supporting Capability Maturity Model Integrated (CMMI) integration efforts.

**2.1.3 Technical Management & Administration.** The MC2I Technical Director is responsible for establishing a cohesive technical management framework that ensures PORs requirements are executed within program constraints to compose the “End-to-End” Strategy as directed by the MROC. This includes all actions necessary to effectively and efficiently achieve technical activities including business planning, conducting exercises, and coordinating actions among IPTs, PGs, and other participating interest groups, as well as ensuring performance consistent with the provisions of the Quality Assurance Surveillance Plan. 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 objectives 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 MC2S PM will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel), as well as a suitable infrastructure to manage program requirements (e.g., document storage, security) throughout the course of performance to support the scope of activities. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates and will not be reimbursed separately. Further, if specific equipment models, software applications, or related support items are to be included as separate ODCs, these items must be identified in the Contractor’s proposal at the time of submission for consideration and pricing purposes. Local travel is authorized and travel to operational sites (principally CONUS) will be required. 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 MC2I SBT engineering task effort. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

**2. Government Surveillance.** The MC2I SBT lead engineer will function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOSS Contracting Officer. The Technical Representative will:

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

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

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

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

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

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

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

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

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

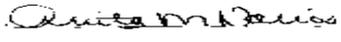
Technical Management, Acquisition & Administration - The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This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

## Enclosure 1

## PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>1</sup>	Method of Surveillance
Strategic Operations Support	2.1.1	Acceptable performance has been met when the requirements assessments and COA selection process have been accepted by the Government as effectively supporting program goals	Excellent Acceptable Poor	Inspection Analysis Demonstration
Systems Engineering Support	2.1.2	Acceptable performance has been met when effective systems engineering and integration, has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management, Acquisition & Administration	2.1.3	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545007RC74009		PAGE 1 OF 16	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 03-Nov-2006		4. ORDER NUMBER 0023		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY MCSC CONTRACTING OFFICES CODE: CTQ 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,750,000.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0SEC Proposal</u> OFFER DATED <u>20-Oct-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						03-Nov-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN EG - M9545007RC74009 FFP FOB: Destination MILSTRIP: M9545007RC74009 PURCHASE REQUEST NUMBER: M9545007RC74009	1,590,022	Each	\$1.00	\$1,590,022.00
				NET AMT	\$1,590,022.00
	ACRN EG CIN: M9545007RC740090001AA				\$1,590,022.00

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

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN EG - M9545007RC74009 FFP FOB: Destination MILSTRIP: M9545007RC74009 PURCHASE REQUEST NUMBER: M9545007RC74009	110,043	Each	\$1.00	\$110,043.00

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NET AMT	\$110,043.00
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ACRN EG	\$110,043.00
CIN: M9545007RC740090002AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	T&M Deployment FFP FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	ACRN EG - M95454007RC74009 FFP FOB: Destination MILSTRIP: M9545007RC74009 PURCHASE REQUEST NUMBER: M9545007RC74009	49,935	Each	\$1.00	\$49,935.00
					NET AMT
					\$49,935.00
ACRN EG					\$49,935.00
CIN: M9545007RC740090003AA					

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-NOV-2006 TO 22-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
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

EG: 17711094631 310 67854 067443 2D 463105  
COST CODE: 45007RC74009  
AMOUNT: \$1,750,000.00  
CIN M9545007RC740090001AA: \$1,590,022.00  
CIN M9545007RC740090002AA: \$110,043.00  
CIN M9545007RC740090003AA: \$49,935.00

AWARD TERMS AND CONDITIONS**SECTION 2**

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0022 is issued as a **FIXED PRICE** order for Labor (CLIN 0001), **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002), and **Time and Materials** for Deployment Labor (CLIN 0003). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

**FUNDS AVAILABLE FOR PAYMENT:**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
EG	1590022.00	110043.00	49935.00	\$1,750,000.00
Total	\$1,590,022.00	\$110,043.00	\$49,935.00	\$1,750,000.00

**The total amount of funding available for payment on this task order is \$1,750,000.00.**

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:

**Dominic Foster, 703-432-4150**  
**dominic.foster@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) applies. The Contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil/> and (ii) ensure an "electronic business" Point of Contact is designated in the Central Contractor Registration at <http://www.ccr.gov>, within ten (10) days after award of this contract. The USMC WAWF-RA point of contact for this contract is Kristin Ashcraft and can be reached on 703-432-3793.

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract: M67854-02-A-9020

Task Order: 0023

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
12/24/2006	132502.0
01/24/2007	132502.0
02/23/2007	132502.0
03/25/2007	132502.0
04/24/2007	132502.0
05/25/2007	132502.0
06/24/2007	132502.0
07/25/2007	132502.0
08/24/2007	132502.0
09/24/2007	132502.0
10/24/2007	132502.0
11/24/2007	132500.0
Total	\$1,590,022.00

**7. DELIVERY DESTINATION:**

CG, MARCORSYSCOM  
 PG 12 / CINS ATTN Capt David Valentino  
 2200 LESTER ST  
 QUANTICO, VA 22134

**8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A****9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

**10. PERIOD OF PERFORMANCE -** The period of performance for this effort is 12 months, beginning 23 November 2006. This is the last award term period of performance under the provisions of this task.

## SECTION THREE

### STATEMENT OF WORK FOR TRAINING AND FIELDING SUPPORT FOR THE DATA AUTOMATED COMMUNICATIONS TERMINAL Engineering & Scientific

**1.0 Scope.** The Marine Corps Systems Command (MCSC), Project Officer, Ground C2, Data Automated Communications Terminal (DACT) is responsible for providing on-going technical and logistics support to accomplish FY07 DACT program initiatives. Activities will focus on fielding and training support for both the dismounted (D-) and mounted (M-) DACT variants; providing technical support at exercises, test events, and capabilities demonstrations; and coordinating training and installation activities based upon the forecast fielding schedule for the Operating Forces (OPFORs).

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

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

Activity – Anticipated Percentage	Para	Metric
New Equipment Fielding & Training Support	60%	2.1.1
Curriculum Support	10%	2.1.2
Technical Support for Mojave Viper, Demonstrations & Testing	20%	2.1.3
Management & Administration	10%	2.1.4

Ref: QASP

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

### 2.1 Specific Requirements.

2.1.1. New Equipment Training and Fielding Support. The DACT Program Office is responsible for all activities related to fielding both D- and M-DACT variants to the Operating Forces (OPFORs), coordination of attendant administrative and logistics requirements, and formal classroom training to operators. The focus for FY07 is DACT new equipment training (NET) support for all MEFs and Reserves at both CONUS and OCONUS sites (Iraq, Okinawa, Japan, and Marine Corps Base, Kaneohe, Hawaii). NET will be conducted by Contractor support teams at each unit scheduled to receive DACTs as delineated at Attachment 1, the FY07 projected fielding and training schedule<sup>1</sup>. The Contractor is responsible for establishing a comprehensive NET program that includes conducting a pre-fielding conference, accomplishing a site visit and classroom setup; formal operator training and teardown for each of the proposed sites. The scope of the curriculum should include a comprehensive program that ensures successful installation, testing and acceptance of the M-DACT and D-DACT at the requisite sites based upon the government furnished materials. Included in the scope of Contractor responsibilities are all logistics actions, scheduling, and necessary coordination required to effect the timeline. As necessary, the Contractor may be required to revise, or modify their training dates based upon unit commitment and other actions outside the span of control of the Program Office. An ancillary requirement for this effort includes implementing a progress reporting methodology (e.g., weekly status reports, trip reports, etc.) that provides adequate oversight of execution and quality assurance to the Project Officer, BFSAs. Quality provisions for training acceptance at the OPFOR installations shall be coordinated with the DACT Project Officer and with each on-site representative (e.g., receiving unit liaison).

2.1.2 Curriculum Support. The DACT Program Office is responsible for ensuring that DACT training materials (e.g., curriculum) and ancillary educational items (e.g., student handouts) are current and reflect accurate configurations, performance, and displays. Up-to-date and relevant training materials are an essential part of DACT training and a listing is provided at Attachment 2. A key provision of this activity is updating existing training materials based upon software version releases (typically once, or twice annually). The Contractor is responsible for incorporating changes to the hardcopy training materials as a result of approved configuration changes to the system baseline.

2.1.3 Technical Support for Mojave Viper / Demonstrations / Testing. The DACT Program Office is responsible for supporting on-going DACT system performance assessments through a variety of exercises, demonstrations, and formal test events<sup>2</sup>. The anticipated support for exercises and demonstrations is provided in Attachment 3. For exercises, technical support will be provided primarily to Mojave Viper in 29 Palms. Mojave Viper is a 30-day combination of the Revised Combined Arms Exercises and the Security and Stability Operations training formerly conducted at March Air Reserve Base, CA. The contractor shall provide on-site technical support to the Tactical Training Exercise Control Group (TTECG) in support of Mojave Viper. This task also includes supporting testing at MCTSSA on an as required and directed by the DACT Project Officer. The Contractor is responsible for providing support to Program Office defined exercises, demonstrations, and test iterations for both M- and D-DACT. These efforts will require requisite

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<sup>1</sup> Historically, DACT training has entailed 2 instructors for each class of 25 students. Training teams have consisted of 4 instructors, comprising two training teams (4 instructors for each team for a total of 8 instructors) to support each DACT NET exercise. This information is provided as planning guidance and is not considered mandatory.

<sup>2</sup> This task order will include a Time and Materials CLIN that provides for up to 4-hrs. per day over the fixed price base to support exercises and field test iterations (e.g., 12-hr work days), as well as coverage for up to 12-hrs. for weekends when events crossover conventional work weeks. These occurrences must be identified at the time the exercise is scheduled and approved by the DACT Project Officer and PCO.

technical staff to deploy in support of exercises, participate as subject matter experts (SMEs), provide for data capture, and feedback to the Project Officer respective of technical and operational performance. Results will be applied to create, update, or modify and conduct the training and support curriculum to continue to ensure the operational viability of the system. The Contractor shall provide support for such testing as may be directed by the Project Officer, BFSA in both garrison and field environments. Additional SME support will include on-going DACT system performance assessments typically developed through informal and formal test iterations at MCTSSA and SPAWAR, Charleston, SC, and providing IPT technical representative to the Joint Capabilities Release Software working group.

**2.1.4 Management and Administration.** The DACT Program Office is responsible for establishing a cohesive technical management framework that ensures all fielding and support activities are executed within program constraints. This includes all actions necessary to effectively support program 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. Additionally, should contingency events interrupt the objective fielding schedule, the Contractor shall propose an alternate schedule to support optimal continuation of activities. Contingency support will be negotiated exclusively through the Tactical Support for the Operating Forces (TSOF) task order sponsored by MCTSSA.

**3.0 Facilities, Travel and ODCs.** This effort will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel) as well as a suitable infrastructure to manage program requirements throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Additional costs for incidental items required to perform the scope of the effort under this task, such as printer cartridges, other office supplies, and materials will not be reimbursed and are considered elements of task overhead. Travel will be reimbursed in accordance with the Joint Travel Regulations.

**Attachment 1****FY07 NET Schedule**

<b>New Equipment Training and Fielding Support</b>		
	<b>Location / # of Eqpt. Items</b>	<b>Planned Start Date</b>
<b>D-DACT</b>	II MEF / 100 EI's	Pending an early FY07 fielding decision, the specific times and locations will be determined by the Program Office.
	Supporting Units <sup>3</sup> / 30 EI's	
	II MEF / 284 EI's	
	I MEF / 453 EI's	
	III MEF / 206 EI's	
	MFR / 452 EI's	
<b>M-DACT</b>	II MEF / ~66 EI's	
	MFR / ~294 EI's	

**Attachment 2****Training Materials**

<b>New Equipment Training Curriculum Support</b>		
	<b>Training Materials / Formats</b>	
<b>D-DACT</b>	Student Workbook	Hardcopy
	Instructors Guide	Hardcopy
	Operator's Guidebook	MS Word
	Pocket Guide	MS Word
<b>M-DACT</b>	Student Workbook	Hardcopy
	Instructors Guide	Hardcopy
	Operator's Guidebook	MS Word
	Pocket Guide	MS Word

**Attachment 3****Exercise and Demonstration Schedule**

<b>Exercises and Demonstrations</b>
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<sup>3</sup> 10 D-DACTs each site, MISTC MCB Camp Pendleton, CA; MISTC Camp Lejeune, NC; MISTC Okinawa, Japan

<b>Exercises and Demonstrations</b>		
	<b>Event / Frequency</b>	<b>Planned Location / Duration</b>
<b>Exercises</b>	Mojave Viper	29 Palms, CA / Continuous
<b>Demonstrations</b>	East Coast / 1	Northern VA / 1-week ea.
	West Coast / 1	Southern CA / 1-week ea.

## **ATTACHMENT 4**

### **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 DACT training and fielding 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 DACT Project Officer will act as the Technical Representative for this task, and his authority will be limited to administering specific technical aspects of the task order. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order and will defer any conditional interpretations to the CEOss Contracting Officer. The Technical Representative will:

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

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

- Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

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

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

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

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

New Equipment Training and Fielding Support. The Contractor will be evaluated on the quality of their formal training program, ability to meet schedules, and standards of instruction established through participant feedback.

Curriculum Support. The Contractor will be evaluated on quality of their products, process efficiencies for managing configuration changes and incorporating technical updates, and distributing materials to the target user / customer base.

Technical Support for Exercises / Demonstrations / Testing. The Contractor will be evaluated on the quality of their support to the identified exercises and demonstrations. Test support quality will be determined by the Project Officer consistent with the identified requirements and level of technical complexity.

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

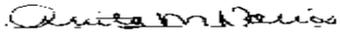
## Enclosure 1

### PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>4</sup>	Method of Surveillance
New Equipment Training and Fielding Support	2.1.1	Acceptable performance has been met when the training program and associated curriculum has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Curriculum Support	2.1.2	Acceptable performance has been met when the quality of the curriculum, inclusive of all materials and methods, has been and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Support for Exercises, Demonstrations and Testing	2.1.3	Acceptable performance has been met with the quality of the support for the associated iterations is determined to meet objectives and stated outcomes and has been accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545007RCR7AN2		PAGE 1 OF 15	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 01-Nov-2006		4. ORDER NUMBER 0022		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL. FACILITY CODE		CODE 0LN66		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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,399,297.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						01-Nov-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	Labor/Monthly Reports FFP JNC/FORCEnet Support Services shall be performed in accordance with the attached Statement of Work and the contractor's proposal dated 01 November 2006. FOB: Destination		Each			
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001AA	ACRN EF - M9545007RCR7AN2 FFP FOB: Destination MILSTRIP: M9545007RCR7AN2 PURCHASE REQUEST NUMBER: M9545007RCR7AN2	355,000	Each	\$1.00	\$355,000.00	
					NET AMT	\$355,000.00
ACRN EF					\$355,000.00	
CIN: M9545007RCR7AN20001AA						

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1,024,297	Each	\$1.00	\$1,024,297.00
	Incremental Funding FFP See Limitation of Government's Obligation. FOB: Destination				

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NET AMT	\$1,024,297.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Travel/ODCs FFP FOB: Destination				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		20,000	Each	\$1.00	\$20,000.00
	ACRN EF - M9545007RCR7AN2 FFP FOB: Destination MILSTRIP: M9545007RCR7AN2 PURCHASE REQUEST NUMBER: M9545007RCR7AN2				

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NET AMT	\$20,000.00
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ACRN EF CIN: M9545007RCR7AN20002AA	\$20,000.00
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**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-NOV-2006 TO 01-NOV-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

**ACCOUNTING AND APPROPRIATION DATA**

EF: 1771319M7KC 250 67854 067443 2D C2277M  
 COST CODE: 0007RCR7AN2  
 AMOUNT: \$375,000.00  
 CIN M9545007RCR7AN20001AA: \$355,000.00  
 CIN M9545007RCR7AN20002AA: \$20,000.00

**TERMS AND CONDITIONS****SECTION TWO**

- 1. Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0022 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
EF	355000.00	20000.00	0.00	\$375,000.00
Total	\$355,000.00	\$20,000.00	\$0.00	\$375,000.00

**The total amount of funding available for payment on this task order is \$375,000.00.**

3. **PACKAGING AND MARKING:** All items shall be prepared and marked for shipment using best commercial practices.
4. **INSPECTION AND ACCEPTANCE:** All deliveries shall be inspected and accepted at point of destination.
5. **PROJECT OFFICER:** The Project Officer under this order is:

**Mr. Mike Halloran**  
**[mike.d.halloran@usmc.mil](mailto:mike.d.halloran@usmc.mil)**

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

#### 6. INVOICES:

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

7. Data entry information for WAWF:

Payment Office DoDAAC: M67443  
 Admin Office DoDAAC: M67854  
 Service Acceptor DoDAAC: M67854 Extension ACSS  
 Contract: M67854-02-A-9020  
 Task Order: 0022

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
12/02/2006	114941.0
01/02/2007	114941.0
02/01/2007	114941.0
03/03/2007	114941.0
04/02/2007	114941.0
05/03/2007	114941.0
06/02/2007	114941.0
07/03/2007	114941.0
08/02/2007	114941.0
09/02/2007	114941.0
10/02/2007	114941.0
11/02/2007	114946.0
Total	\$1,379,297.00

**8. DELIVERY DESTINATION:**

COMMANDING GENERAL  
 MARCORSSCOM ATTN: Mr. Mike Halloran  
 2200 LESTER ST  
 QUANTICO, VA 22134

**9. FACILITIES REQUIREMENTS** – Reference SOW paragraph 3.0.

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning 02 November 2006. This is the first award term period of performance under the provisions of this task, and one additional award term is available.

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

(a) Contract line item **0001** is incrementally funded. The sum of **\$ 355,000.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

On execution of contract	\$ 375,000.00
NTE 02/02/2007	\$ 341,433.00
NTE 05/05/2007	\$ 341,432.00
NTE 08/06/2007	\$ 341,432.00
<b>TOTAL</b>	<b>\$1,399,297.00</b>

## SECTION THREE

### STATEMENT OF WORK FOR

#### JOINT, NAVAL AND COALITION INTEGRATION AND FORCENET TEAM SUPPORT

#### Engineering & Scientific

**1.0 Scope.** The scope of this effort is to provide on-going technical, programmatic, managerial, and administrative support to the Deputy Commander, C4I Integration (C4I/I). Included in this Directorate is the Systems Engineering and Integration (SE&I) Division, Marine Corps Systems Command (MCSC). This effort will focus on integration of Joint, Naval, and Coalition capabilities into complementary Marine Corps programs under the broad umbrella of the SE&I FORCENet charter. Additional responsibilities include supporting technical assessments on FORCENet, MAGTF C2 interoperability, MAGTF C2 testing, and related technical issues, recommending courses of action (COA), and developing position papers to the SE&I staff pursuant to initiatives of mutual interest. This includes enterprise configuration and synchronization analysis for MAGTF C2 interoperability assessments across multiple programs and supporting ongoing Naval FORCENet architecture initiatives.

**1.1 Background.** The charter of the Deputy Commander, C4I/I is to deliver and sustain a superior C4I integration capability for USMC operating forces and supporting establishments. This will be accomplished through technical systems architecture definition, design and life cycle management of an integrated, interoperable, Warfighting system. The SE&I Division is responsible for the application of this vision to Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) integration strategies for MCSC programs. The C4I/I Operations team provides business and analytical support to the SE&I Division.

**2.0 General Requirements.** The Contractor shall provide continuous support for Deputy Commander C4I Integration's mission initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage		Para	Metric
• FORCENet Technical Support	30%	2.1.1	
• MAGTF C2 Enterprise Analysis	35%	2.1.2	
• Naval Integration Engineering Team Support	30%	2.1.3	
• Technical Management & Administration	5%	2.1.4	
			Ref: QASP

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, 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 FORCENet Technical Support.** The SE&I FORCENet Team is responsible for the orchestration of the MAGTF C2 enterprise as the Marine Corps' implementation of FORCENet.

The Team is responsible for establishing and executing the processes necessary to manage the MAGTF C2 enterprise across MCSC programs, ensuring interoperability considerations are accurately assessed (e.g., other Services and Joint Commanders). Within this framework, the FORCEnet team is responsible for establishing the baseline of equipment for the MAGTF C2 enterprise being deployed across the Marine Corps. This includes capturing and maintaining (e.g. data management) the MAGTF C2 configuration during the enterprise development process. The contractor is responsible for supporting the technical assessments of MAGTF C2 enterprise configuration management and the associated tools for supporting those processes. Ancillary actions include preparing program documentation related to technical requirements, interfacing with operational support units, IPT support, and providing recommendations to the Project Officer on mission effectiveness of integration efforts.

**2.1.2 MAGTF C2 Enterprise Analysis.** The Deputy Commander, C4I/I is responsible for establishing an optimal integration strategy that supports current program initiatives and emerging requirements to field and sustain modernized capabilities under the comprehensive FORCEnet and Service Oriented Architecture concepts. In selecting the optimal integration course of action (COA), the Program Office must assess the “as is” state of the interdependent systems based upon a sound analytical foundation that integrates multiple variables (e.g., technology, maturity, scalability, etc.) into a sound decision support framework. This framework will support comparative analysis of alternatives, industry benchmarks, stakeholder priorities, and constraints affecting integration efforts. Within this framework are requirements to perform “what if” scenario modeling, and produce interdependent relationships and risk outputs. Methodologies for data collection, coordination of activities, and presentation of findings is discretionary. The goal of this process is to establish a Management Process Plan for estimating resources, time frames, and alternatives resulting from elimination of interdependent systems.

**2.1.2.1 *Enterprise Testing Support.*** The Deputy Commander, C4I/I is responsible for establishing an optimal testing integration strategy that supports current program initiatives and emerging requirements to field and sustain modernized capabilities under the comprehensive FORCEnet and Service Oriented Architecture concepts. In selecting the optimal testing course of action (COA), the Program Office must assess the “as is” state of the interdependent systems based upon a sound analytical foundation that integrates multiple variables (e.g., technology, maturity, scalability, etc.) into a sound decision support framework. This framework will support comparative analysis of alternatives, industry benchmarks, stakeholder priorities, and constraints affecting integration efforts. The Contractor is responsible for implementing an analysis framework to identify associated risks and impacts, establish an analytical baseline for identifying and prioritizing alternatives, and recommending suitable strategies to Program Office staff based upon defined objectives and empirical measures. Within this framework are requirements to perform “what if” scenario modeling, and produce interdependent relationships and risk outputs. The goal of this process is to support the development of the Enterprise Test Program Plan (ETPP) and to provide support for the ETPP WIPT (e.g. minutes, documentation coordination, status briefs).

**2.1.3 Naval Integration Engineering Team.** The Naval Integration Engineering Team is responsible for participation in the Navy’s C5I Modernization Program (C5I MP) in support of the Fleet Response Plan (FRP). This includes technical representation of Marine Corps positions to Naval Sea Systems Command (NAVSEA) and to the Space and Naval Warfare Systems Command (SPAWARSSYSCOM) as complementary participants. MCSC’s principal interest in this program is to ensure USMC C4ISR assets are fully integrated and compatible with Naval amphibious shipping. Additionally, the Naval Integration Engineering Team provides

representation of USMC interests and assessments of amphibious systems and technical architectures to Ship Construction New (SCN), including LHD 8, LPD 17, LHA(R), JCC(X), and MPF(F) to manage configuration issues. The Contractor is also responsible for providing technical expertise and support to define amphibious Landing Force operational requirements affecting systems architectures and coordinating in the development of an Amphibious C4ISR Roadmap. The Contractor is responsible for establishing a cohesive organization capable of supporting Team responsibilities respective of maritime C4ISR engineering and operational naval communications, as well as providing management oversight administrative support to the C5I MP and SCN working groups.

**2.1.4 Technical Management & Administration.** The FORCEnet Project Officer is responsible for establishing a cohesive technical management framework that ensures task order activities produce the desired objectives. This includes all actions necessary to effectively support program technical activities, including business planning, conduct exercises, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. Key facets of management performance include developing formal processes for reporting performance, ensuring progress of task actions, interfacing with Government customers, and executing in accordance with quality assurance provisions. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

**3.0 Facilities, Travel and ODCs.** This effort will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel) as well as a suitable infrastructure to manage program requirements throughout the period of performance. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

**ATTACHMENT 1****QUALITY ASSURANCE SURVEILLANCE PLAN**

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

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

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

- Demonstration - A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

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

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

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

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

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

MAGTF C2 Enterprise Analysis. The Contractor will be evaluated on the product quality of their MAGTF C2 Enterprise analysis and support. This includes assessment methodology, engineering support, documentation, and successful close out of operational related issues.

Naval Integration Engineering Team. The Contractor will be evaluated on product quality of their Naval Integration Team support. This includes draft and final products, quality of analytical findings, engineering support, and presentations.

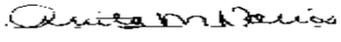
Technical Management and Administration. The Contractor will be evaluated on the quality of their overall technical management strategy; ability to identify and preclude problems, or resolve issues; and effectiveness of their use of resources to meet customer expectations and schedules. This includes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

## Enclosure 1

## PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>1</sup>	Method of Surveillance
FORCEnet Technical Support	2.1.1	Acceptable performance has been met when the JNC and FORCEnet planning support and requirements analysis has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
MAGTF C2 Enterprise Analysis	2.1.2	Acceptable performance has been met when the MAGTF C2 Enterprise Analysis has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Naval Integration Engineering Team	2.1.3	Acceptable performance has been met when the Naval Integration Team support for the selected systems has been and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 27	
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 28-Sep-2006		4. ORDER NUMBER 0021		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL.		CODE 0LN66		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
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$8,987,969.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0</u> OSEC Proposal OFFER DATED <u>25-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						28-Sep-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil			

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

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

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

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

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

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

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/ Montly Reports FFP Communications, Intelligence and Networking Systems (CINS)- C4ISR Annual Support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 25 September 2006. FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ACRN DS - M9545007RC74012 FFP See Availability of Government Funds Clause FOB: Destination MILSTRIP: M9545007RC74012 PURCHASE REQUEST NUMBER: M9545007RC74012	1,700,000	Each	\$1.00	\$1,700,000.00
NET AMT					\$1,700,000.00
ACRN DS					\$1,700,000.00
CIN: M9545007RC740120001AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		277,195	Each	\$1.00	\$277,195.00
	ACRN DU - M6785406RC64700				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RC64700				
	PURCHASE REQUEST NUMBER: M9545006RC64700				

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NET AMT	\$277,195.00
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ACRN DU	\$277,195.00
CIN: M9545006RC647000001AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		433,843	Each	\$1.00	\$433,843.00
	ACRN DX - M9545006RC64874				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545006RC64874				
	PURCHASE REQUEST NUMBER: M9545006RC64874				

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NET AMT	\$433,843.00
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ACRN DX	\$433,843.00
CIN: M9545006RC648740001AC	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		5,960,126	Each	\$1.00	\$5,960,126.00

Labor - Incrementally Funded  
FFP

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

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NET AMT	\$5,960,126.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Travel/ODCs  
FFP  
FOB: Destination

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		116,805	Each	\$1.00	\$116,805.00

ACRN DU - M9545006RC64700  
FFP  
FOB: Destination  
MILSTRIP: M9545006RC64700  
PURCHASE REQUEST NUMBER: M9545006RC64700

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NET AMT	\$116,805.00
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ACRN DU	\$116,805.00
CIN: M9545006RC647000002AB	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	ACRN DT - M9545007RC74013 FFP See Availability of Government Funds Clause FOB: Destination MILSTRIP: M9545007RC74013 PURCHASE REQUEST NUMBER: M9545007RC74013	500,000	Each	\$1.00	\$500,000.00
					NET AMT
					\$500,000.00
ACRN DT					\$500,000.00
CIN: M9545007RC740130002AC					

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

### DELIVERY INFORMATION

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

0001AA			N/A FOB: Destination	
0001AB	N/A	N/A	N/A	N/A
0001AC			N/A FOB: Destination	
0001AD	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB			N/A FOB: Destination	

## ACCOUNTING AND APPROPRIATION DATA

DS: 17711094633 310 67854 067443 2D 463305  
 COST CODE: 00007RC74012  
 AMOUNT: \$1,700,000.00  
 CIN M9545007RC740120001AA: \$1,700,000.00

DT: 17711094634 310 67854 067443 2D 463405  
 COST CODE: 00007RC74013  
 AMOUNT: \$500,000.00  
 CIN M9545007RC740130002AB: \$500,000.00

DU: 17611094747 310 67854 067443 2D 4747SP  
 COST CODE: 00006RC64700  
 AMOUNT: \$394,000.00  
 CIN M9545006RC647000001AB: \$277,195.00  
 CIN M9545006RC647000002AA: \$116,805.00

DX: 17611094633 250 67854 067443 2D 4633ST  
 COST CODE: 00006RC64874  
 AMOUNT: \$433,843.00  
 CIN M9545006RC648740001AC: \$433,843.00

## CLAUSES INCORPORATED BY FULL TEXT

### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

AWARD TERMS AND CONDITIONSSECTION TWO

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0021 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

FUNDS AVAILABLE FOR PAYMENT

<b>ACRH &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
DS	1700000.00	0.00	0.00	\$1,700,000.00
DT	0.00	500000.00	0.00	\$500,000.00
DU	277195.00	116805.00	0.00	\$394,000.00
DX	433843.00	0.00	0.00	\$433,843.00
Total	\$2,411,038.00	\$616,805.00	\$0.00	\$3,027,843.00

The total amount of funding available for payment under this task order is: **\$3,027,843.00**

SECTION TWO

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:  
**Patricia LaPlante (703-432-4248)**  
Patricia.laplante@usmc.mil

Inspection and Acceptance of contract deliverables are the responsibility of the project officer or his or her duly authorized representative(s). Moreover, the Project Officer serves in a supporting

role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost relating thereto, shall be borne by the contractor.

## **6. INVOICES:**

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

### Data entry information for WAWF:

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

**Contract Number: M67854-02-A-9020**

**Task Order: 0021**

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
11/01/2006	697597.0
12/01/2006	697597.0
01/01/2007	697597.0
01/31/2007	697597.0
03/02/2007	697597.0
04/01/2007	697597.0
05/02/2007	697597.0
06/01/2007	697597.0
07/02/2007	697597.0
08/01/2007	697597.0
09/01/2007	697597.0
10/01/2007	697597.0
Total	\$8,371,164.00

**7. DELIVERY DESTINATION:**

CG MCSC CINS ATTN: Ms. Pat LaPlante  
 2200 LESTER ST  
 QUANTICO, VA 22134

**8. GOVERNMENT FURNISHED PROPERTY (GFP) REQUIREMENTS– N/A****9. FACILITIES REQUIREMENTS – Reference SOW paragraph 3.0.**

**10. PERIOD OF PERFORMANCE -** The period of performance for this effort is 12 months beginning **1 October 2006**. 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 **\$2,411,038.00** 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	\$ 3,027,843.00
NTE 01/01/2007	\$ 1,986,709.00
NTE 04/01/2007	\$ 1,986,709.00
NTE 07/01/2007	\$ 1,986,708.00

## **SECTION THREE**

### **COMMUNICATIONS, INTELLIGENCE AND NETWORKING SYSTEMS (CINS) ANNUAL SUPPORT**

#### **ENGINEERING AND SCIENTIFIC**

**1.0 Scope.** The Marine Corps Systems Command (MARCORSYSCOM), Communications, Intelligence and Networking Systems (CINS) Product Group's (PG's) mission is to act as the central acquisition agent of communications, intelligence, surveillance, and networking systems throughout the Marine Corps. The scope of this effort is to provide on-going engineering, managerial, analytical, and technical support for the CINS PG's Strategic Business Team (SBT), Lead Engineer, Technical Director, PM Communications and Networking Systems (PM CNS), and PM Intelligence Systems (PM INTEL). The PG's assigned mission includes the responsibility for life cycle management of CINS for the Operating Forces and the Supporting Establishment. The programs within the PG cover all phases of the acquisition process.

**Background.** Activities described in this SOW encompass the scope of responsibilities for CINS SBT, PM CNS, and PM INTEL programs executed under an integrated strategy. Due to the dynamic nature of system acquisition resulting from the ongoing Global War on Terrorism (GWOT), the Contractor must demonstrate the ability to rapidly respond to changes associated with performance, such as those resulting from new program or system requirements, accelerated fielding requirements, or the need to support immediate improvements to fielded equipment. In addition, the Contractor must be prepared to deploy personnel in theater to support PG CINS sponsored systems deployed to support the GWOT. The Contractor is responsible for supporting the below activities with expert knowledge of United States Marine Corps' (USMC) concept of employment, demonstrated scientific and engineering expertise with tactical CINS platforms and systems, and the ability to conduct comprehensive product assessments through the Integrated Product Team (IPT) process. The vision of the Director CINS (PG12) is to establish a fluid and flexible support organization that provides the full range of capabilities defined by the Engineering and Scientific (E&S) domain. The intent is to organize support to coincide with program performance (e.g., milestones, major events) and to affect a more synergistic use of resources to accomplish critical path performance and system support. Horizontal integration across the PG is paramount to delivering an integrated war fighting capability to the MAGTF. Specific responsibilities of the constituent CINS PG is delineated as follows:

**SBT** PG12 is responsible for establishing near- and long-term strategic planning that ensures CINS assets maximize interoperability and mission effectiveness; implement timely, affordable technical improvements; and guard against premature obsolescence. The SBT directly supports the PGD and program teams in several key functional areas, including program management and engineering. The Contractor is accountable for supporting these responsibilities ensuring effective management and coordination of resources, planning and execution of program goals, and strategic implementation. This task order will focus primarily on support for the SBT systems engineering (SE) responsibilities.

**PM CNS** The Marine Corps Tactical Communications team leads the Marine Corps' effort in the research and development, acquisition and sustainment of tactical networking and switching equipment; tactical radios, wireless broadband, satellite ground communication systems, and cryptographic equipment. The PM is responsible for the production, fielding, life cycle support, sustainment, and enhancement/refresh of programs under his cognizance. The PM is also responsible for providing material solutions for urgent war fighting requirements resulting from the GWOT.

**PM INTEL** The Marine Corps Intelligence Systems team provides automated capabilities at all levels to rapidly receive, correlate, manipulate, store, display, and disseminate data to ensure support to the war fighter. This support includes target development, situation awareness, threat assessment, mission planning support, battle damage assessment, reporting, and battle staff briefings. Intelligence information is provided by numerous systems, including overhead assets processed outside the theater and provided via high capacity communication links. The PM is responsible for the production, fielding, life cycle support, sustainment, and enhancement/refresh of programs under his cognizance. The PM is also responsible for providing material solutions for urgent war fighting requirements resulting from the GWOT.

**2.0 General Requirements.** The Contractor shall provide continuous support to accomplish the engineering and scientific (ES) objectives for the CINS PG as outlined below:

Activity – Anticipated Percentage		Para	Metric
• CINS SBT Lead Engineer Support	12%	2.1.1	Ref: QASP
• CINS PM, Communications & Networking Systems	53%	2.1.3	
• CINS Program Manager, INTEL Systems	30%	2.1.4	
• CINS/MC2I Technical Management & Administration	5%	2.1.5	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period. The Contractor is responsible for providing suitable scientific and engineering, program management, financial management, acquisition logistics, analytical technical expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. Acquisition activities are fluid and the Contractor must demonstrate flexibility and scalability to changing priorities. A single lead manager shall be appointed for each organizational element to act as both coordinator of task activities and to serve as the overall expert for successful completion of the task initiatives. This individual shall also be responsible for quarterly reviews and monitoring of deliverable products.

## 2.1 Specific Requirements.

**2.1.1 Technical Director/SBT Lead Engineer Support/Operations Cell.** The PG12 SBT Lead Engineer is responsible for establishing Systems Engineering (SE) programs goals and objectives within the PGD; Configuration Management Strategies, assessing existing program capabilities and making recommendations for modifications, and providing general and specific program oversight to assist PM's in implementing command policy. Key facets of those responsibilities include coordinating efforts and service levels among the PM's, providing guidance and mentoring to PM engineers, and assisting the PM's to ensure all technical requirements are properly addressed. Inherent responsibilities of this position include advising the PG on engineering technical issues; developing top-down strategic planning and

implementation of engineering MCSC policies; and serving as a member of the Engineering FIT. The Contractor is responsible for developing, or revising CINS Systems Engineering Master Plans as required, developing an SE enhancement program within the CINS Directorate in concert with Defense Acquisition University and MCSC programs; and performing technical assessments on various internal and external documents, plans, orders, and instructions. The Contractor shall review performance specifications and Test and Evaluation Master Plans and assist in reviewing Configuration Management Plans. The Contractor shall also update and integrate the information contained in Command Automated Program/Information System (CAPS) as well as manage the transition of the program data to The Online Project Information Center (TOPIC), maintain the currency of the PG 12 program matrix and other databases as required. The contractor shall interface with Product Group, other Command offices and external agencies to ensure that PG 12 concerns/requirements are addressed. This includes attending meetings and conferences as well as participating in various database developments and testing. Key support to the PM teams includes evolving Net-Centricity in PG12 systems through frequent consultation with DISA developers and the GIG Enterprise Services Development and Engineering Network; developing transition strategies for systems migrating from COE to Net-Centric Enterprise Services (NCES), coordinating and supporting interoperability and security programs, to include assessing Interoperability Support Plans (ISPs) and identifying key performance parameters, and assisting in the identification of an optimum path for various OSD, DON, and USMC initiatives (e.g., IPv6 transition, Net-Centric convergence, Joint Battle Management Command and Control (JBMC2), Metadata tagging, and others). This entails on-going representation of PG interests at various professional forums, IPT's, and other working groups. The Contractor shall be prepared to interface and coordinate with the Acquisition, Logistics and Administrative domain contractor on various tasking's. In these instances, the Government will identify the lead Contractor for coordination between the two domains.

**2.1.2 PM CNS Systems.** The PM, Communications and Networking Systems is responsible for the lifecycle management of all assigned programs. At the PM level, the Contractor is responsible for providing general engineering support, Configuration Management and Test and Evaluation support, and Information Assurance support for all Tactical Communications Systems. The programs within PM CNS are assigned to one of three teams – Team Tactical Networks, Team Tactical Radios and Team SATCOM. These programs, which are described in detail below, are in various acquisition phases. During FY07, the plan for PM Communications and Networking Systems include achieving milestone decisions for identified programs; continuing support of the war fighter to meet their needs in the GWOT; coordinating with all DoD services on the common operational picture; analysis and support of the Joint Tactical Radio System (JTRS) to include processing of waivers; and enhancing interoperability across CINS systems. The Contractor is responsible for providing a comprehensive support capability to accomplish the management, acquisition logistics, engineering and technical objectives specified in the FY07 program plans. The following applies:

**2.1.2.1 Team Tactical Networks.** The Team Leader, Tactical Networks is responsible for the following programs – First in Command and Control System/Joint Enhanced Core Communications System (FICCS/JECCS), Digital Technical Control (DTC), Tactical Data Network (TDN), Joint Network Management System (JNMS), Systems Planning and Engineering Evaluation Device (SPEED), Expeditionary Command and Control Suite (ECCS) and the Transition Switch Module (TSM). Additionally, Tactical Networks is responsible for Commercialization of Communications, and Urgent Universal Need Statement (U-UNS) projects related to the above programs, along with Blackjack Facsimile, CGS-300 Communications

Systems and sustainment of the Unit Level Circuit Switch (ULCS). During FY07, the Team Leader will focus on developing, procuring and providing life cycle management of logistically supportable, fully integrated and interoperable tactical networking systems for our customers in a timely and cost effective manner. All Tactical Networks program will continue to require Information Assurance (IA), Integrated Support Plan (ISP), Joint Interoperability Certification support in addition to required Milestone acquisition logistics documents. Transition of programs that makes sense to a Single Service Logistics Support Manager (SSLSM) using the Intelligence, Information, Command and Control, Equipment and Enhancements (ICE2) contract for warranty coordination and post warranty maintenance support will continue. The contractor will assist the Project Officers in budget development, information assurance, certifications and configuration management. Key program requirements to be supported in FY07, in addition to the summary support described above include:

FICCS/JECCS is a system designed to support the MAGTF in conducting Joint Task Force (JTF) operations. It will provide a first in capability for telephone switching, multiplexing and data network services to enable coordination and C2 for the Commander, JTF HQ. During FY07, the plan is to continue testing and field the JECCS Block II production systems. Acquisition documentation will be updated and finalized. I&KP training will be conducted prior to fielding. NET training will be conducted by the Fielding Team. Three Block I systems will require a disposition decision and action as they are replaced by Block II systems.

DTC – is a system consisting of Tri-Tac and commercial REDCOM telephone switches, Promina multiplexers and technical control patch facilities for sustained MEF operations. During FY07, the plan is to perform development work for upgrades to the DTC components, cabling and DTC shelter interfaces in preparation for programmed upgrades and potential Supplemental plus ups.

TDN is a system of data communications consisting of interconnected TDN Gateways and TDN Data Distribution Systems (DDS). Connections to subscribers are via a combination of common user long-haul transmission systems organic to the Operating Forces, local area networks, single channel radios, multi-channel communications, and the switched telephone system. This network provides its subscribers with basic data transfer and switching services; and access to strategic, supporting establishment, joint, and other service component tactical data networks. During FY07, the plan is to refresh the components and interfaces in the Gateways, procure and field a smaller and modular DDS variant (Modular DDS), and support potential Supplemental requirements and IPv6 enhancements. In support of these initiatives, the project office will be developing and updating documentation to include, but not limited to, the Integrated Support Plan (ISP), Test and Evaluation Master Plan (TEMP), System Security Authorization Agreement (SSAA), Configuration Management Plan (CMP), Requirements Traceability Matrix (RTM), and the Marine Corps Single Acquisition Plan (MCSAP). The project office will be working towards attaining an Authority To Operate (ATO) for both the TDN Gateway and DDS that will cover the legacy systems, and changes to the systems incurred through calendar year 07 program initiatives.

JNMS is a COTS/GOTS software suite for joint, high-level communications planning and network management. During FY07, the plan is to procure and field version 1.4. The lead program office (Army) will test version 1.4 in 1QFY07. Fielding of version 1.4 will start no earlier than 2QFY07. In the first half of the year, the program office must review Army documentation and update

USMC-specific documentation in support of a procurement/fielding decision. In the second half of the year, the program office must provide fielding briefs and supervise new-equipment training. Additionally, the program office will assist in the design, documentation review, and testing of version 1.5.

SPEED is a radio spectrum planning and analysis software. The last release is version 10.0.1. During FY07, the program office will develop a SOW for additional software enhancement, maintenance, and new-release training. Additionally, the program office must review vendor price proposal, training material, and technical documentation.

ECCS is a deployable communications package to enable early entry forces to rapidly move into theatre, conduct en-route collaborative planning and establish long haul voice and data communications while providing reach back into the Global Information Grid (GIG). During FY07, the plan is to perform joint interoperability testing, provide ECCS prototypes to operating forces for field evaluation and to complete the documentation for a Milestone B decision.

TSM provides commercially available circuit switching technology to replace the aging Tri-Tac family of equipment. It provides all of the services currently available in the USMC switching equipment in a smaller, lighter package. Additionally, TSM will provide a flexible, Unit Level Switch capability that will bridge legacy Tri-Tac switches with current commercial technology to provide Marine maneuver elements with more robust voice/data switching, data transport, and bandwidth management capabilities. During FY07, the program will complete the documentation for a Milestone C and Full Rate Production decision, perform developmental and operational testing, update acquisition and testing documentation, obtain a Low Rate Initial Production (LRIP) decision and place an LRIP order, complete equipment production, installation, training and field the supplemental and production units.

Commercialization of Communications provides a more robust and resilient C4 infrastructure and will create a long-term C4 sustainment solution in support of OIF. The program integrates communications equipment into fixed facilities or hard shelters and allows tactical assets to be returned to Marine Corps units for other missions. The program will install telephone switching, multiplexers and data network components similar to those used in the DTC, TSM, JECCS and TDN systems at bases in Iraq, and complete MARCENT's equipment integration commitments in the Horn of Africa (HOA). During FY07, Commercialization of Communications will integrate and install 3 Alternate Tech Control Facilities (ATCF), expand and upgrade the primary TCF's, and insert new technology and interfaces at bases in Iraq. Technical, logistical and administrative support will be required for meetings, briefings and all programmatic documentation.

2.1.2.2 Team Tactical Radios. The Team Leader, Tactical Radios is responsible for the following programs – Command and Control On-the –Move Network Digital Over-the-Horizon Relay (CONDOR) Gateway, Enterprise – Land Mobile Radio (E-LMR), Joint Tactical Radio System (JTRS) and the Universal Communications Interface Module (UCIM). During FY07, the Team Leader will focus on developing, procuring and providing life cycle management of cost effective, high-performance, interoperable, technically-sound and logistically supportable Tactical Radio Systems on a schedule that supports tactical C2 Requirements of Marines in the Operating Forces. The Contractor is responsible for providing a comprehensive support capability to

accomplish the management, acquisition logistics, and engineering and technical objectives specified in FY07 program plans. Key program requirements include:

CONDOR is a program that provides the ability to link widely dispersed on-the-move/over-the-horizon (OTM/OTH) and/or beyond-line-of-sight (BLOS) operators to one another, which is an emerging requirement based on feedback from Operation Iraq Freedom (OIF). A ship-to-objective maneuver (STOM) bridge effort, funded by Office of Naval Research (ONR) in close coordination with MARCORSYSCOM, has demonstrated the basic mechanics of an approach to meet this requirement. Utilizing a prototype CONDOR GW system during the Command Element Advisory Board (CEAB) demonstration, two dispersed OTM/OTH Enhanced Position Location Reporting System (EPLRS) networks were linked via a commercial-off-the-shelf (COTS) satellite based routing system. MARCORSYSCOM program of record applications (e.g. Command and Control Personal Computer/Command and Control Compact Edition [C2PC/C2CE]), as well as COTS applications (e.g. video, voice), were demonstrated to function over the network. During FY07, the plan is to prepare for and secure a Milestone B/C decision, release an RFP for the production of CONDOR Gateways (GW's), conduct OT&E on CONDOR GW's, prepare for a secure a full rate production decision, continue the development and testing of CONDOR PoP-Vs and JC2-Vs, continue development of the maintenance and training plans with the Logistics and Training Working Integrated Product Teams (WIPT's), respectively, conduct a Limited User Evaluation (LUE) for the follow-on developmental models of the CONDOR PoP-V and JC2-V, conduct integration development testing, in conjunction with the Marine Corps War fighting laboratory (MCWL), conduct a Limited Technical Assessment (LTA), conduct a Subject Matter Expert Conference (SME), and participate in various marketing type events to educate the Marine Corps and Joint communities on the abilities and benefits of the CONDOR Capability Set (General Grade Officer Demos, Congressional Marine Day, etc.).

E-LMR is designed to provide the Marine Corps Base First Responders and civilian public safety agencies with an interoperable system that will allow them to communicate on a daily basis, when mutual aid is required and during a task force assignment. This interoperability is designed to offer the Marine Corps and civilian public safety agencies with a seamless and effective communication system. During FY07, the plan is for Interoperability – Phase 1: Complete equipment installation and training at Camp Lejeune, NC, Quantico, VA and Camp Pendleton, CA., Legacy: Complete equipment production, installation and training at Camp Pendleton, CA (9 sites) and Quantico, VA (7 sites) and Interoperability – Phase 2: Complete equipment production, installation and training at MCAS – Miramar, CA; MCAS, Yuma, AZ; MCAS Beaufort, NC; MCAS, Paris Island, SC; MCLB Albany, GA; MCLB Barstow, CA; MWTC Bridgeport, CA; MCAGCC 29 Palms, CA and MC Blount Island Command, FL.

JTRS will subsume all on-going single channel radio initiatives and programs. Additionally, JTRS will eventually replace all legacy single channel radios. Some of these initiatives and programs are: The Multi-Band, Multi-Mode Radio (MBMMR), the Tactical Hand Held Radio (THHR), the High Frequency Man-Packed Radio (HFMR), the Location, Signaling and Communications System (LSCS), also know as the Survival Radio (SR), the Intra Squad Radio (ISR) and Integrated Intra Squad Radio (IISR). Legacy systems to be replaced will include: SINCGARS, EPLRS, HF radios, the family of ground-to-air line-of-site (UHF) radios, Mobile multiplexing radio replacement (MRC-142), Legacy Radio Remotes, Demand Assigned Multiple Access (DAMA) portable (UHF) Satellite Communications radios and fielded tactical hand held radios. This

equipment also includes; multi-band antennas (TEAMS) and Satellite Communications On-the-Move Antenna System (OS-302). Further, JTRS will be an integral communications component of numerous Marine Corps weapon systems (tanks, amphibious assault vehicles, and light armored vehicles) and command and control operational facilities (unit operations center and other mobile command and control platforms). The integration of JTRS in these systems will be a monumental effort that is being addressed by the Universal Communications Interface Module (UCIM), Research and Development (R&D) endeavor. The fielding of JTRS will also impact programs employing automated information systems (AIS) and associated terminal devices. Data previously routed through legacy "non-network aware" radios will now use JTRS, where routing and connectivity will take place outside the radio. The UCIM is an R&D technology transition initiative purposed to design all ancillary equipment necessary to allow JTRS sets to be integrated into tactical war fighting platforms with comparably little nonrecurring engineering (NRE) costs. This effort will deliver a technical data package (TDP) and a limited number of proof-of-concept prototypes. The UCIM TDP shall include performance specifications and other documentation necessary to allow a third-party vendor to build UCIM functionally into a war fighting platform. The UCIM effort targets multiple platforms: LAV-C2, UH-1N (ASC-26 replacement), UOC, UAH and RIS-V. During FY07, the plan is to continue with the Manpower and Training Plan development for Clusters 1, 2 and 5. We will be preparing for the scheduled Cluster 2 production decision, which is planned for 1stQ FY07. Work is continuing on the JTRS legacy transition strategy, in an effort to plan the way forward to migrate legacy radio systems to the Joint Tactical Radio System. The integration of the WNW waveform and JWNM will require quarterly technical interface meetings and planning team participation.

**2.1.2.3 Team SATCOM.** The Team Leader, Satellite Communications (SATCOM) is responsible for the following programs: Global Broadcast Service (GBS); Lightweight Multi-band Satellite Terminal (LMST)/Phoenix; Wireless Cable Replacement (WCR); AN/TRC-170(v)5 Service Life Extension Program (SLEP); Secure Mobile Antijam Reliable Tactical - Terminal/Advanced Extra High Frequency (SMART-T/AEHF) upgrade; Family of Support Wide Area Networks (SWAN's); AN/TSC-93 "D" Modification; Defense Advanced GPS Receiver (DAGR); Precision Lightweight GPS Receiver (PLGR); and High Capacity Communications Capability (HC3). During FY07, the Team Leader will focus on developing, procuring and providing life cycle management of cost effective, high-performance, interoperable, technically-sound and logistically supportable Tactical Radio Systems on a schedule that supports tactical C2 Requirements of Marines in the Operating Forces. The Contractor is responsible for providing a comprehensive support capability to accomplish the management, acquisition logistics, and engineering and technical objectives specified in FY07 program plans. Key program requirements include:

GBS is a global, high-throughput, one-way flow of video and data to Marine forces either deployed or in garrison. GBS will provide the capability to quickly broadcast large amounts of information to support Marine Air Ground Task Forces (MAGTF) during routine operations, training and exercises, crisis response, and the conduct of opposed operations short of nuclear war. Information sources broadcast over GBS include imagery, weather, mapping, logistics, NIPR/SIPRNET access, documents such as Air Tasking Orders (ATO) or Operations Plans (OpPlans), as well as audio and video feeds such as civilian broadcast news, (e.g. CNN and Predator UAV transmissions). During FY07, our plan is to field 48 already-procured terminals beginning in October 2006, pursue a Full Rate Production Procurement (FRP) decision in January 2007, obligate funding for 20 FRP terminals with spares in February 2007, coordinate/implement GBS training curriculum changes at the schoolhouse, continue to

participate in developmental and operational testing of both the IP Receive Suite and the Satellite Broadcast Manager (SBM) facilities, and a final Multi service Operational Test and Evaluation (MOT&E) in February 2007.

LMST/Phoenix terminals provide tactical users the capability for satellite transmission of base band signals at Marine Command Posts for termination at other Marine Air-Ground Task Forces (MAGTF) HQ, DISN STEP sites, teleports, naval vessels, other service HQ, or a JTF HQ. These terminals will serve as multi-channel transmission communication systems for Marine Air-Ground Task Forces (MAGTF's) of all sizes. They can also be deployed with: MAGTF's in support of Combatant Commander's, Joint Task Forces and MAGTF's as a "first in" communications resource across the entire spectrum of conflict. The LMST/Phoenix will augment, and eventually replace on a one for one basis, existing GMF AN/TSC-85 and AN/TSC-93 satellite terminals. The LMST/Phoenix is the primary conduit for the MEF information network and architecture. The 3 1/2 Month Extension and Calendar Year 07, plan is to prepare the AN/TSC-156 Phoenix terminals for fielding to the Operating Forces beginning 4th Quarter of FY-07. LMST will conduct a product improvement to 31 terminals and the Terminal Mobilization Kits (TMK's) will be fielded for all mini-hub terminals (22) during FY07.

WCR will allow communications site planners to wirelessly connect distant sites previously serviced by fiber optic and condition di-phase cabling. WCR will reduce set-up time inherent to "laying" miles of cable and eliminate the possibility of circuit outages due to cable breakage. The plan in FY07 is to conduct market research complete the contractual solicitation process, and initiate a Lifecycle Cost Estimate.

AN/TRC-170(v) 3 & 5 SLEP, a component of the Legacy Communications Electronics Modifications Program, is a line of sight, troposphere-scatter, long-haul, terrestrial communications system. The AN/TRC-170 can transmit and receive up to 4.6 mb/s at ranges of up to 150 miles. The AN/TRC-170 is viewed as a reliable substitute for satellite communications. The FY07 plan is to procure and field 152 troposphere modem upgrade kits capable of transmitting at 16 mb/s beginning in October 2006, develop a Fielding Plan to replace the Material Fielding Plan (predecessor to the ULSS), update the SL-3, and coordinate/implement TRC-170 installation and training of the modem upgrade kits in October 2006 through the use of OSEC Contractor personnel.

SMART-T/AEHF provides tactical users with secure, anti-jam, data & voice Extremely High Frequency (EHF) satellite communications. The SMART-T is a High Mobility Multipurpose Wheeled Vehicle (HMMWV) transportable system providing MAGTF commanders a secure, survivable, long-haul, medium data rate communications link that is not subject to terrain masking and horizon limitations. During FY07 SMART-T AEHF upgrade kits will be placed on contract in 3RD QTR FY07 (requires procurement decision brief).

SWAN provides the tactical commander with a lightweight, beyond-line-of-sight communications capability that provides Marines access to NIPRNET, SIPRNET, and voice services. There are several variations of SWAN: Video and Storage Wide Area Network (VSWAN), Logistics Support Wide Area Network (LSWAN), Horn of Africa Wide Area Network (HSWAN), General Support Wide Area Network (GSWAN), and Special Intelligence Support Wide Area Network (SI-SWAN). These have all been derived through the Urgent Universal Needs Statement (U-UNS) process.

The SWAN's in Iraq and Horn of Africa use Deployable Ku-band Earth Terminals (DKET) to hub the traffic to a central location. Under LSWAN, the Wireless Point-to-Point Link (WPPL) was derived to provide the commander the ability to terrestrially extend NIPRNET, SIPRNET, and voice services. The latest U-UNS project is called Ground Based Operational Surveillance System (G-BOSS). This project involves the use of VSWAN and WPPL and will be worked with PM Intel. Since over 75 SWAN's, 30 WPPL's, and five DKET's are currently fielded, contractor support will continue to be needed in order to support the fielded systems. SWAN is also a new start initiative in POM08 and will require program documentation to be developed. The Contractor shall provide an understanding of theory and application of digital communications by satellite, multiple access schemes, error performance, link budget analysis, modulation and coding in a noisy channel, electromagnetic propagation, transmission lines, and antennas. Additional duties include Radio Frequency (RF) testing and troubleshooting, assist with troubleshooting SWAN SATCOM terminals in the field, and provide technical suggestions to the MCSC Project Office to better the SWAN/VSAT program.

AN/TSC-85D and AN/TSC-93 "D" Modification During FY07, 4 AN/TSC-85D and 6 AN/TSC-93"D" terminals will receive upgraded modems and converters, high voltage power supplies, antennas, frequency modulation order wire (allows users to talk via telephones over satellites) and enhanced tactical satellite signal processors, GPS timing receivers (provides network synchronization), and fiber optic modems. The upgrades will improve reliability and maintainability to this aging fleet of terminals.

LAMDA The Large Aperture Multi-band Deployable Antenna (LAMDA) is an enhanced version of the field proven Lightweight High Gain X-band Antenna (LHGXA). The LAMDA's primary function is to provide field units with a highly mobile, user-friendly, large aperture tri-band (C-, X-, and Ku-band) antenna that will withstand the rigors of a harsh operational environment. The LAMDA supports tri-band operations by utilizing interchangeable antenna feeds that can be rapidly installed by operators in the field environment. During FY07, LAMDA will be fielded to the operating forces. Assistance will be required to develop all fielding documentation and briefs. Assistance will also be required for NETT and inspection of items at the time of fielding.

DAGR provides authorized Department of Defense (DoD), Federal Civilian and Foreign Military Sales (FMS) users of GPS User Equipment (UE) a palm-held, dual-frequency (L1/L2), Selective Availability Anti-Spoofing Module (SAASM) based, Precise Positioning Service (PPS) receiver as a replacement to the PLGR. DAGR provides real time position, velocity, navigation and timing (PVNT) data in a stand-alone receiver. The DAGR leverages commercial technology in handheld GPS receivers including a graphical user interface and NGA map capability. The DAGR is to be used in a stand-alone or an integrated configuration by Combat, Combat Support and Combat Service Support (CSS), and Special Operations Forces (SOF) units throughout all theaters of operation. The DAGR will provide support to personnel, on the ground, in air drop situations, indirect fire weapon systems, armored vehicles, and as a secondary or supplemental aid to aviation-based missions in low-dynamic fixed or rotary-wing aircraft. DAGR is required to be interchangeable with existing PLGR physical installations (cables, connectors and power adapters) and interoperable with PLGR. During FY07, the lifecycle logistic support will be developed to support all DAGR's in both stand-alone use and embedded in other systems. Contractor support will be needed to assist with development of training and fielding plans, fielding decision briefs, coordination of fielding messages, and planning and execution of conferences. The contractor will also be needed to support training and fielding of equipment.

PLGR is an obsolete GPS receiver, not SAASM based, which will gradually be replaced by the DAGR. During FY07 end-of-lifecycle logistic support for the PLGR will be continued.

HC3 will provide Transformational Communications capabilities to the ground tactical environment. The High Capacity Communications Capability (HC3) Initiative satisfies Joint User requirements for satellite and ground-to-air communications and will provide protected ground tactical communications on-the-move (COTM). HC3 will support Joint ground requirements. HC3 maximizes commonality of hardware and software to reduce cost and enhance interoperability. HC3 will have a robust platform to host JPO developed SCA-compliant waveforms and enables seamless integration into Joint Services' Tactical Networks, Army War Fighter Information Network-Tactical (WIN-T), Navy FORCEnet, Marines Tactical Data Network (TDN), AF ConstellationNet, and others (JCSE, WHCA). Development is synchronized with future SATCOM constellations and ground networks. During the FY07 the Marine Corps will participate in the Joint collaborative effort, which is already underway. During FY07 activities will include determination of requirements of Marine Corps unique platforms into which HC3 will be installed and assistance in the development of the future encryption technologies that will be used in HC3 terminals.

2.1.3 PM, INTEL Systems. The PM, Intelligence Systems is responsible for the lifecycle management of all assigned programs. At the PM level, the Contractor is responsible for providing program management, analytical, and financial management support (maintaining FAST spreadsheets, processing obligation documentation, tracking expenditures) is required across the PM. The programs that require FY07 engineering support are described in detail below and are in various acquisition phases. During FY07, the plan for the PM Intelligence Systems include achieving milestone decisions for identified programs; continuing support of the war fighter to meet their needs in the GWOT and enhancing interoperability across CINS systems. The Contractor is responsible for providing a comprehensive engineering and technical support capability to accomplish objectives specified in FY07 program plans. The following applies:

2.1.3.1 IMINT/GIS Team The Team Leader, IMINT/GIS, is responsible for the MSIDS/TACPHOTO program. During FY07, the Team Leader will focus on architecture that will be compatible with future C4I architecture being directed by Headquarters, United States Marine Corps. The Contractor is responsible for providing a comprehensive support capability to accomplish the management, acquisition logistics, and engineering and technical objectives specified in FY07 program plans. Key program requirements include:

MSIDS/TACPHOTO The MAGTF secondary Imagery Dissemination System (MSIDS) and the Tactical Intelligence Photographic Capability (TACPHOTO) programs have been combined for FY05. Both provide a digital imagery collection system employed by Reconnaissance (RECON) and Light Armored Reconnaissance (LAR) Marines. Increment refreshes are underway in order to keep the systems from becoming unreliable and unsupported. The MSIDS provides images in a ground view perspective rather than an overhead view. During FY07, the plan is to provide In-Service System Engineering and Sustainment support, maintain engineering oversight of hardware/software development and integration efforts, provide technical and engineering management and develop engineering and program documentation. The contractor shall

develop, update or maintain program documentation such as the Acquisition Strategy (AS), Acquisition Program Baseline Agreement (APBA) and Reduction in Total Ownership Cost (R-TOC). The contractor shall review and provide comments on test documentation such as test plans, test procedures, test reports and risk analysis. The contractor is to provide engineering support in the areas of Configuration Management and assist in maintaining the functional, allocated, and production baselines. The contractor is to identify any issues with equipment interoperability, integration, testing, and system performance. The contractor shall provide support for Certification and Accreditation issues.

**2.1.3.2 SIGINT/EW Team** The Team Leader, Signal Intelligence and Electronic Warfare, is responsible for the MEWSS program. During FY07, the Team Leader will focus on architecture and integration efforts that will be compatible with future C4I architecture being directed by HQ, USMC. Key program requirements include:

MEWSS is an advanced suite of Electronic Warfare (EW) equipment integrated into a Light Armored Vehicle (LAV) Auto Hull. It will provide the MAGTF commander with mobile EW systems capable of operating in a variety of tactical situations. For FY07, the plan is to maintain engineering oversight of hardware and software development and integration efforts, assist in development and preparations for testing of MEWSS (B) legacy upgrades with MCOTEA, integrate new capabilities into the tactical SIGINT architecture and communications infrastructure and develop concepts for advanced SIGINT follow-on systems. Engineering is required in the following areas: Documentation, testing, system integration, life-cycle analysis, program management, procurement planning and supply train management support.

**2.1.3.3 Counter Radio Controlled Improvised Explosive Device Electronic Warfare (CREW).** The USMC Counter Radio Controlled Improvised Explosive Device Electronic Warfare (CREW) team was established provide operational capability to prevent and/or defeat Radio Controlled Improvised Explosive Device (RCIED) and detonation ambushes that are a pervasive threat throughout the Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF) theaters of operation. The CREW Team Lead is responsible for the Life Cycle Management (LCM) of the Chameleon, Hunter, and existing CREW programs. The Contractor shall provide engineering, Configuration Management, Information Assurance support services, and Testing and Evaluation of the communications and electronic interoperability for the RCIED CREW. Responsibilities will include: Assist in the coordination of all program activities as prioritized by the Project Office to include engineering, field service representative (FSR) coordination and system testing efforts; review specifications, prepare and review Configuration Management Plans, Statements of Work (SOW), Test and Evaluation Master Plans (TEMP), detailed test plans/reports, System Security Authorization Agreements (SSAA's), information assurance strategies, and other technical, and acquisition documents relevant to achieve program milestones and major events; assist in the development of employment Tactics, Techniques and Procedures for incorporating Electronic Counter Measures (ECM) within unit Standard Operating Procedures (SOPs); support coordination and assessment of requirements and capabilities, assist with program integration, tracking movement of systems to and within theater, monitoring the logistics trail for fielded equipment; provide subject matter expertise while conducting program activities and presenting recommendations and solutions related to short and long-range program planning requirements. Provide advice and assistance to project officers that directly affect the conduct and attainment of program goals and objectives; Participate at necessary Integrated Product Teams (IPT's), technical exchange meetings, In-Progress Reviews (IPR's) and other related meetings.

**2.1.4 Technical Management & Administration.** The CINS PG is responsible for establishing a cohesive technical management framework that ensures ES requirements are executed within program constraints. This includes compliance with ACAT-level oversight guidance, documentation and preparation for program reviews, business planning and technical analysis, coordination of logistics and ancillary support requirements and oversight of prime vendor performance (e.g., progress, investment) as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program, providing expert assistance associated with critical path performance, and providing expert advisory assistance to program staff. The Contractor is responsible for establishing a suitable performance schedule, identifying and coordinating deliverables associated with their analytical approach, ensuring the quality of draft and final products, and maintaining a viable resource pool (e.g., qualified staff). Additionally, the Contractor shall develop for formal process for reporting performance, ensuring progress of task actions, interfacing with Government customers (e.g., memoranda, reports, supporting documentation, WBS compliance, invoicing procedures), and executing in accordance with quality assurance provisions. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement.

**3.0 Facilities, Travel, and Other Direct Charges (ODC's).** This effort will require the Contractor to provide facilities for meetings and IPT's (e.g., 10-30 personnel), as well as a suitable infrastructure to manage program requirements (e.g., computers, telecommunications, cellular phone service, document storage, database management, etc.) throughout the course of performance to support the scope of activities. Such facilities are not reimbursed, as ODC's 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 in the CONUS and possibly outside the CONUS (OCONUS). Local travel for both prime and team members is reimbursed only from the prime vendor facility to MCSC.

## **ATTACHMENT 1**

### **QUALITY ASSURANCE SURVEILLANCE PLAN**

**1. Objective.** This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the CINS E&S 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 C4ISR 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's carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based or Management Information System (MIS) reports, contractor ISO 9000 techniques and procedures, or from government observation of completed tasks. In some instances, reports may be available in the form of information on a contractor's performance against contract requirements. Reports generally provide information regarding various characteristics of tasks and can, therefore, be used to determine acceptability of a contractor's performance.

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

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

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

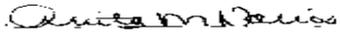
**4. Performance Requirements.** The performance requirements set forth in this section correspond to the SOW paragraphs delineated in the table. Enclosure (1) of this document provides standards for performance for specific requirements:

- Technical Director/SBT Lead Engineer Support. The Contractor will be evaluated on the product quality of their support to PG priorities and initiatives. This also includes assessment methodology, documentation, and successful close out of operational related issues.
  
- PM CNS Systems. 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.
  
- PM INTEL Systems. 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.
  
- 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)**

<b>Performance Objective</b>	<b>SOW</b>	<b>Performance Standard</b>	<b>Quality Level<sup>1</sup></b>	<b>Method of Surveillance</b>
Technical Director/SBT Lead Engineer Support	2.1.1	Acceptable performance has been met when effectiveness and responsiveness of the support organization to coordinate PG priorities and initiatives has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
PM CNS Systems	2.1.2	Acceptable performance has been met when the quality of the 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 has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
PM INTEL Systems	2.1.3	Acceptable performance has been met when the quality of the 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 has been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management, & Administration	2.1.4	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 15				
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 27-Sep-2006		4. ORDER NUMBER 0020		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534			CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>					CODE
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL.			CODE 0LN66		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022			CODE M67443		FACILITY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,012,679.00</b>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>0SEC Proposal</u> <input checked="" type="checkbox"/> OFFER DATED <u>15-Sep-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							27-Sep-2006			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil					

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )		
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly Labor Report FFP Monthly labor report for MAGTF C2 support shall be performed in accordance with the attached Statement of Work and Contractor's proposal dated 15 September 2006. FOB: Destination				
				NET AMT	\$0.00
0001AA	ACRN DQ - M9545007RCR7AB8 FFP FOB: Destination MILSTRIP: M9545007RCR7AB8 PURCHASE REQUEST NUMBER: M9545007RCR7AB8	562,679	Each	\$1.00	\$562,679.00
				NET AMT	\$562,679.00
	ACRN DQ CIN: M9545007RCR7AB80001AA				\$562,679.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		392,676	Each	\$1.00	\$392,676.00
	ACRN DR - M9545007RC74007				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RC74007				
	PURCHASE REQUEST NUMBER: M9545007RC74007				

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NET AMT	\$392,676.00
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ACRN DR	\$392,676.00
CIN: M9545007RC740070001AB	

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

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		57,324	Each	\$1.00	\$57,324.00
	ACRN DR - M9545007RC74007				
	FFP				
	FOB: Destination				
	MILSTRIP: M9545007RC74007				
	PURCHASE REQUEST NUMBER: M9545007RC74007				

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NET AMT	\$57,324.00
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ACRN DR	\$57,324.00
CIN: M9545007RC740070002AA	

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-OCT-2006 TO 01-OCT-2007	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

DQ: 1771319M7KC 250 67854 067443 2D C2270J  
 COST CODE: 45006RCR7AB8  
 AMOUNT: \$562,679.00  
 CIN M9545007RCR7AB80001AA: \$562,679.00

DR: 17711094631 250 67854 067443 2D 463103  
 COST CODE: 45007RC74007  
 AMOUNT: \$450,000.00  
 CIN M9545007RC740070001AB: \$392,676.00  
 CIN M9545007RC740070002AA: \$57,324.00

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

AWARD TERMS AND CONDITIONS**SECTION TWO**

1. **Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0020 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODCS and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
2. **APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

### **FUNDS AVAILABLE FOR PAYMENT**

<b>ACRN &gt;&gt;</b>	Labor	Travel/ODC	T&M Support	Total
DQ	562679.00	0.00	0.00	\$562,679.00
DR	392676.00	57324.00	0.00	\$450,000.00
Total	\$955,355.00	\$57,324.00	\$0.00	\$1,012,679.00

The total amount of funding available for payment under this task order is: **\$1,012,679.00.**

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 Christopher Wagner 703-432-4237**

**christopher.j.wagner@usmc.mil**

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

### **6. INVOICES:**

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

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.ashcraft.ctr@usmc.mil](mailto:kristin.ashcraft.ctr@usmc.mil). To ensure prompt payment and resolution of anomalies, ACSS uses a central billing model that requires the Project Officer (e.g., sponsor) to review and verify invoice charges within 48-hrs. of posting. ACSS staff coordinate this action and validate/certify the approved charges using WAWF. In this capacity, ACSS technical sponsors serve as the authorizing officials (e.g., Contracting Officer's Representative (COR)) for all CEOss tasks. Anomaly invoicing issues (e.g., type of charges, rationale, costs, etc.), must be resolved within 72-hrs. of submission, or the invoice will be rejected for cause.

**Data entry information for WAWF:**

Payment Office DoDAAC: M67443

Admin Office DoDAAC: M67854

Service Acceptor DoDAAC: M67854 Extension ACSS

Contract Number: M67854-02-A-9020

Task Order: 0020

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

<b>CLIN 0001 <u>Modify Delete</u></b>	<b>Total</b>
11/02/2006	79613.0
12/02/2006	79613.0
01/02/2007	79613.0
02/01/2007	79613.0
03/03/2007	79613.0
04/02/2007	79613.0
05/03/2007	79613.0
06/02/2007	79613.0
07/03/2007	79613.0
08/02/2007	79613.0
09/02/2007	79613.0
10/02/2007	79612.0
Total	\$955,355.00

**7. DELIVERY DESTINATION:**

CG MARCORSYSCOM

PG / MC2I ATTN: LtCol Christopher Wagner

2200 Lester St.

Quantico, VA 22134-6050

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

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

**10. PERIOD OF PERFORMANCE** - The period of performance for this effort is 12 months beginning **02 October 2006**, with the possibility for two (2) additional terms contingent upon satisfactory performance and compliance with the Quality Assurance Surveillance Plan (QASP).

**SECTION THREE**  
**STATEMENT OF WORK FOR**  
**MARINE AIR GROUND TASK FORCE, COMMAND AND CONTROL WEAPONS AND SENSOR**  
**DEVELOPMENT AND INTEGRATION SUPPORT, GROUND C2 SYSTEMS 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 Marine Air Ground Task Force Command and Control System (MC2S) Program Management Office (PMO) in support of Marine Air Ground Task Force Command and Control (MAGTF C2) ground systems engineering and development efforts. Contractor support requirements include providing engineering product assessments (e.g., Technology Readiness Level (TRL) assessments, PORs interoperability assessments) on Ground C2 systems and updating engineering and test documentation to be used in preparation for a cohesive, integrated acquisition strategy. This includes supporting the warfighter (e.g. GWOT) with the Army to achieve a common Ground C2 system in support of MAGTF C2 Spiral acquisition. Key events requiring Contractor support include providing engineering product assessments (e.g., interoperability assessments, testing support, systems engineering plans) for the MAGTF C2 Spiral development effort, and updating technical and program documentation to be used in preparation for a cohesive, integrated MAGTF C2 acquisition strategy. Other areas of focus include technical management associated with the integration of MCSC programs; requirements generation and IPT participation across multiple areas of evolving interest.

**1.1 Background** The Ground C2 PM is responsible for the Global Command and Control System (GCCS), MAGTF Software Baseline (MSBL)/Command and Control Personal Computer (C2PC), Joint Tactical COP Workstation (JTCW), Command and Control Compact Edition (C2CE), Tactical Combat Operations (TCO) (including the Intelligence-Operations Server (IOS) and Intelligence-Operations Workstation (IOW)), and Advance Situational Awareness System (AS2). During FY07, the PM will continue to focus on coordinating the Army's transition to the C2PC gateway at the Brigade and Above (BAA) echelons and programmatic and technical issues related to the GCCS migration to the Net-Enabled Command Capability (NECC). This includes coordinating with the Army to achieve a common Ground C2 system (per the Joint Requirements Oversight Council Memorandum 161-03).

GCCS is a comprehensive, worldwide classified and unclassified network providing the National Command Center (NCC), Joint Staff, combatant and functional Unified Commands, Services, defense agencies, Joint Task Forces (JTF) and their Service components, and others with information processing and dissemination capabilities necessary to provide information for the command and control of forces. During FY07, the plan is for the GCCS Project Office to continue coordination of the implementation of GCCS 4.x software; continue fielding new servers in support of the new GCCS software; and ensure that the MAGTF Integrated System Training Center (MISTC) is prepared to teach new GCCS software releases. Additionally, the GCCS Project Office will participate in the ongoing program management and technical discussions concerning the future transition of GCCS to NECC. These discussions will focus on Service requirements management, joint staff coordination on the establishment of a NECC Joint Program Office, identifying the fiscal impact of the transition to the current funding profile, and technical challenges associated with the transition. The NECC program will be executed within an evolutionary acquisition framework based on 2-year increments beginning in FY07.

Therefore, it is critical that the required NECC programmatic analysis be conducted and required documentation prepared in FY07 to plan for an FY08 program start.

MSBL/C2PC/JTCW is an evolutionary software acquisition program that delivers common software functionality to enhance and improve the capability and interoperability of numerous major Marine Corps C4ISR programs. MSBL consists of two separate baselines but interrelated software development efforts. The MSBL Common Operating Environment (COE) Unix baseline supports Unix based sever systems at the Regiment and above level. The C2PC/Joint Tactical Common Operating Picture (COP) Workstation Windows baseline supports Windows based tactical workstations/systems used at the company and above levels. During FY07, the plan is for the MSBL/C2PC Project Officer to release C2PC Version 7.x; initiate testing of C2PC Version 7.0; release software patches as required; host quarterly Joint Configuration Control Board meetings; conduct the Annual User's Conference; coordination with the Joint Warning and Reporting Network (JWARN) program to ensure compatibly; hold Local User's Conferences at each major Marine Corps installation; coordinate training on new C2PC software releases with the MISTC; and continue coordination with the Army on their transition to C2PC gateway at the BAA echelons. A major thrust area in FY07 will be formal consolidation of C2PC core software plus various native applications ("injectors") and the Microsoft operating system to comprise the Joint Tactical COP Workstation (JTCW). In addition to being the software backbone for Marine ground combat element C2, JTCW will also be integrated with the Common Aviation Command and Control System (CAC2S) to form the MAGTF C2 Spiral Zero capability. The intent is for JTCW to stand up as a new program of record and, although existing C2PC documentation will be leveraged heavily, a new set of acquisition, engineering, logistics, requirements, testing and financial documentation must be created, staffed and assembled into a new program.

TCO is comprised of C2PC software hosted on commercial computer servers (Intelligence Operations Server) and workstations (Intelligence Operations Workstation). TCO, which serves as the operations component of the MAGTF C4I baseline, provides commanders the automation to receive, fuse, select, and display information from many sources, and disseminate selected information throughout the battlefield. During FY07, the plan is for the TCO Project Officer to refresh the existing workstation hardware; update all existing program documentation; and work with hardware and software system engineers and technicians at the Space and Naval Warfare Systems Center (SPAWARSYSCEN) Charleston, SC to evaluate the types and quantities of future tactical servers and workstations, and associated peripherals, currently fielded across the Marine Corps. The TCO Project Officer will continue to coordinate with the PM INTEL Intelligence Analysis System Project Officer in hardware fielding and software releases.

C2CE is the application software for the Dismounted DACT (D-DACT) and provides the operator the capability to transmit position reports, the ability to send/receive text messages, and view maps, overlays, and routes. The Mounted DACT (M-DACT) will also transition to C2CE software during FY07. During that time, the C2CE project team will oversee C2CE software development and testing efforts; manage the joint requirements traceability matrix; monitor the C2CE software developer's compliance with current software development standards; and analyze emerging technologies for inclusion in the D-DACT program.

AS2 is a C2 and combat systems control software/hardware suite used by tracked combat vehicles such as the M1 Main Battle Tank and the Advanced Amphibious Assault Vehicle. It is currently funded solely by Congressional plus-ups but may ultimately become a part of the tactical-level MAGTF C2 capability.

**2.0 General Requirements.** The Contractor shall provide support for PM MC2I and its key initiatives as generally aligned with the percentage effort stipulated below:

Activity – Anticipated Percentage	Para	Metric
• Engineering & Test Support	80% 2.1.1	Ref: QASP
• Acquisition Support	15% 2.1.2	
• Technical Management & Administration Support	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. The Contractor shall be responsible for providing suitable program management, technical, analytical, and business expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall appoint a single program manager to act as both coordinator of task activities and to serve as the overall expert for successful completion of this task initiative. Direct administrative support shall be provided to the Program Manager to coordinate meetings, facility requests, task assignments, and deadlines; general administrative support shall be provided as required on a matrix basis.

## 2.1 Specific Requirements.

**2.1.1 Engineering & Test Support.** The MC2S PM is responsible for all technical and support activities necessary to define, develop, and deploy operationally superior MAGTF C2 (ground) systems coincident with the program baseline and schedule. Within this framework are requirements for implementation of technical capabilities that will ensure the interoperability of legacy C2 systems with the planned MAGTF C2 architecture. The Contractor is responsible for implementing a comprehensive engineering and test support strategy to meet near-term program objectives, as well as to support currently fielded programs undergoing engineering improvements and next generation technology upgrades. This includes providing an analysis of current capabilities to determining which products or development efforts are the best approaches to future requirements (i.e. MAGTF C2, NECC, FCS, etc). Key areas of support include technology insertion planning and development of courses of actions (COAs) for transition of systems, software and capabilities to meet strategic ground C2 requirements. Key test support activities include supporting the MAGTF C2 Spiral Zero DT/OT, FEDOS testing, JCR software integration testing, and JTCW DT/OT. The contractor shall provide analysis of test requirements for all MC2I systems, programs and initiatives that use any MC2I-related software. The contractor shall produce or provide expert oversight and advice for all necessary test plans, documents, certifications, test schedules, test procedures and test requirements.

**2.1.1.1 Engineering support for JTCW.** The MC2S PM is also responsible for providing joint ground C2, fires integration and engineering support to comply with the common Ground C2 system requirements. The contractor is required to support these efforts by providing engineering assistance to the JTCW Team Leader and MC2I lead engineer with emphasis on interoperability with the Army in ground C2 and fires integration across all Services and systems (e.g. AFATDS, WEEMC, cursor on target, injector integration). The contractor shall provide lifecycle engineering support for JTCW and produce appropriate reports, documentation and plans, and assist with the implementation and execution of those plans. Ancillary requirements include the continuing analysis, development and implementation of system engineering

documentation and review. Ancillary efforts include supporting the Web Enabled Execution Management Capability (WEEMC)/Precision Fires Support (PFS) IPTs

**2.1.2 Acquisition Support.** The Ground C2 PM is responsible for meeting the acquisition requirements in preparations for the fielding of the Ground C2 systems. The contractor shall provide support in the analysis, development and production of acquisition and management documentation for all assigned programs, systems and initiatives. The Contractor is responsible for supporting these activities with expert knowledge of USMC concepts of employment (e.g., ground C2 assets), coordination with program and support personnel, monitoring the progress of spiral development, providing analytical expertise spanning all disciplines involving ground C2 platforms, business and test planning, and development and updating of program plans (e.g., ILSPs, Marine Corps Single Acquisition Management Plan (MC-SAMP), including strategies and plans to accelerate the development emerging technologies. Ancillary actions include preparation of program documentation related to technical reviews and acquisition milestones, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

**2.1.2.1 GCCS Acquisition Support.** GCCS Project Officer is responsible for achieving various acquisition objectives. The GCCS PO is responsible for attending various programmatic meetings at the Joint and USMC level relating to Command and Control functions, coordinating with the Joint community (i.e. Defense Information Systems Agency (DISA), HQMC), providing technical training, and developing various acquisition documentation, reports and plans. The Contractor is responsible for supporting these activities by; attending various GCCS/ Tactical Combat Operations (TCO) technical and programmatic meetings at the Joint and USMC level and provide feedback to the MCSC GCCS/TCO Project Officer; providing technical support to the GCCS/TCO advocate (HQMC/PP&O) and providing technical training as a member of GCCS/TCO mobile training teams when required. Additional support requirements include supporting the Common Operational Picture (COP) Track Management curricula development and other C4I curricula development related to GCCS and TCO as requested, coordinating with the Joint community in preparing GCC Concept of Operations (CONOPS) documentation and responding to various GCCS and TCO budget requests for program funding information as required.

**2.1.3 Technical Management & Administration Support.** The Ground C2 PM is responsible for establishing a cohesive technical management framework that ensures requirements are executed within program constraints. This includes all actions necessary to effectively execute management of business and technical attributes of program initiatives, oversight of prime vendor performance (e.g., progress, investment), and coordinating actions among IPTs and other participating activities. Supporting actions include development of task order work packages; WBS management; management of project schedules and deliverables; office and on-site Program Office administrative support; and coordination of Contractor resources to execute defined objectives. The Contractor is responsible for supporting an effective technical management program by ensuring the quality of technical products supports scheduled milestones, providing effective staffing and resource utilization coincident with program objectives, and managing resources to accommodate priorities of work. Additionally, the Contractor is responsible for supporting an effective business management strategy that provides the ability to develop sound business and investment solutions, as well as to maintain the process mechanics necessary to support efficient financial operations support within the program offices.

**3.0 Facilities, ODCs, and Travel.** These efforts will require the Contractor to provide facilities for meetings for up to 10-30 personnel, as well as a suitable infrastructure to manage program requirements throughout the period of performance. The Government expects computers, graphic display boards, conference room speakerphones, cellular phone service and other elements of facilities support such as document storage to be included in the GSA rates. Further, if specific models, software applications, cellular phone support for off-site personnel, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Local travel is authorized and travel to operational sites (principally CONUS and possibly OCONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations.

## ATTACHMENT 1

### QUALITY ASSURANCE SURVEILLANCE PLAN

**1. Objective.** This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality associated with the MAGTF Ground C2 engineering and scientific and support task. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

**2. Government Surveillance.** MAGTF Ground C2 Team Leader will identify an individual to function as the Technical Representative for this task, and her/his authority will be limited to administering specific technical aspects of the contract. The Technical Representative will not provide direction that is outside the scope of responsibilities delineated under this task order. The designated individual will:

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

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

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

- Inspection. A qualification method that is carried out by visual examination of software code, data captured in special test equipment, documentation, or hard copy printouts. The government will inspect software drops for bugs and content; and
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

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

Engineering & Test Support. The Contractor will be evaluated on the quality of their engineering and test support to include JCR software integration testing, and JTCW DT/OT support. This includes draft and final products, quality of analytical findings, and presentations.

Acquisition Support. The Contractor will be evaluated on the effectiveness and the quality of their acquisition support. This includes preparation of program documentation related to technical reviews and acquisition milestones, and recommendations to the Project Officer pertinent to mission effectiveness and schedule adherence.

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

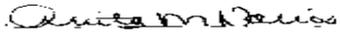
### Enclosure 1

#### PERFORMANCE REQUIREMENTS SURVEY (PRS)

Performance Objective	SOW	Performance Standard	Quality Level <sup>1</sup>	Method of Surveillance
Engineering & Test Support	2.1.1	Acceptable performance has been met when effective engineering and test support, has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Acquisition Support	2.1.2	Acceptable performance has been met when the effective acquisition support has been demonstrated and accepted by the Government.	Excellent Acceptable Poor	Inspection Analysis Demonstration
Technical Management & Administration Support	2.1.3	Acceptable performance has been met when the Contractors quality standards and products consistently product acceptable products using optimal resources, compliant with prescribed schedules.	Excellent Acceptable Poor	Inspection Demonstration

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



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 13				
2. CONTRACT NO. M67854-02-A-9020		3. AWARD/EFFECTIVE DATE 11-Jul-2007		4. ORDER NUMBER 0028		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:				a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MARCORSYSCOM 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-432-3773 FAX: 703-432-3534			CODE M67854	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY  <b>SEE ITEM 9</b>						CODE
17a. CONTRACTOR/OFFEROR OCEAN SYSTEMS ENGINEERING CORPORATION JODIE NORRIS 2141 PALOMAR AIRPORT ROAD, SUITE 200 CARLSBAD CA 92011-1425  TEL.			CODE 0LN66	18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022			CODE M67443		FACILITY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT			
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$791,049.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <u>Apogen, OSEC Proposal</u> <input checked="" type="checkbox"/> OFFER DATED <u>06-Jul-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			
							12-Jul-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANITA M. NORRIS / CONTRACTING OFFICER TEL: 703-432-3773 EMAIL: anita.norris@usmc.mil					

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

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor/Monthly Reports FFP Total Force Information Technology Systems (TFITS) technical support services shall be performed in accordance with the attached Statement of Work and OSEC's proposal dated 6 July 2007. FOB: Destination				
NET AMT					\$0.00
0001AA	ACRN GD - M6785407RC74684 FFP FOB: Destination MILSTRIP: M6785407RC74684	773,034	Each	\$1.00	\$773,034.00
NET AMT					\$773,034.00
ACRN GD					\$773,034.00
CIN: M6785407RC746840001AA					

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	ACRN GD - M6785407RC74684 FFP FOB: Destination MILSTRIP: M6785407RC74684	18,015	Each	\$1.00	\$18,015.00
NET AMT					\$18,015.00
ACRN GD					\$18,015.00
CIN: M6785407RC746840002AA					

**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 26-JUL-2007 TO 25-JUL-2008	N/A	N/A FOB: Destination	
0001AA	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

GD: 17711094617 250 67854 067443 2D M67854  
 COST CODE: 7RC7468410YG  
 AMOUNT: \$791,049.00  
 CIN M6785407RC746840001AA: \$773,034.00  
 CIN M6785407RC746840002AA: \$18,015.00

## AWARD TERMS AND CONDITIONS

- Blocks 19-24 – SCHEDULE OF SUPPLIES/SERVICES.** Task Order 0028 is issued as a **FIXED PRICE** order for Labor (CLIN 0001) and **Cost Reimbursable** for ODC'S and Travel/Per Diem (CLIN 0002). (In order to insure timely invoice processing in Wide Area Workflow, CLIN 0002 has been entered into the automated contracting system as fixed price resulting in the appearance of FFP on this CLIN and the associated SubCLINs. This action is taken for payment processing purposes only. As stated, CLIN 0002 will be administered as Cost Reimbursable.)
- APPROPRIATION DATA/SPECIAL INSTRUCTIONS:** The Government Payment Office shall make all payments against this order in accordance with the CLIN/ACRN association specified below. All contractor requests for payment made against this contract that fail to specify a CLIN/ACRN association shall be promptly rejected by the Government Payment Office.

## FUNDS AVAILABLE FOR PAYMENT

ACRN >>	Labor	Travel/ODC	T&M Support	Total
GD	773034.00	18015.00	0.00	\$791,049.00
Total	\$773,034.00	\$18,015.00	\$0.00	\$791,049.00

The total amount of funding available for payment under this task order is: **\$791,049.00.**

**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:

**Mr. Tony Brill (703) 432-5123**

**[tony.brill@usmc.mil](mailto:tony.brill@usmc.mil)**

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

**6. INVOICES:**

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

Additionally, upload a copy of your invoice into eP<sup>2</sup> using the embedded feature, then send email notification of your invoice postings to [kristin.gomez.ctr@usmc.mil](mailto: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-9020

Task Order: 0028

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

<b>CLIN GD Modify Delete</b>	<b>Total</b>
08/25/2007	64420.0
09/25/2007	64420.0
10/25/2007	64420.0
11/25/2007	64420.0
12/25/2007	64420.0
01/25/2008	64420.0
02/24/2008	64420.0
03/25/2008	64420.0
04/24/2008	64420.0
05/25/2008	64420.0
06/24/2008	64420.0
07/25/2008	64414.0
Total	\$773,034.00

**7. DELIVERY DESTINATION:**

COMMANDING GENERAL

MARCORSYSCOM ATTN: **Mr. Tony Brill**

ISI

2200 LESTER ST

QUANTICO, VA 22134

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

**9. FACILITIES REQUIREMENTS** – Reference SOW paragraph 3.0. All aspects of 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 26 July 2007.

## SECTION THREE

### STATEMENT OF WORK FOR PROGRAM MANAGER FOR TOTAL FORCE IT SYSTEMS (TFITS) AUTOMATIC IDENTIFICATION TECHNOLOGY (AIT) Engineering and Scientific Support

**1.0 Scope.** The scope of this effort is to assist MARCORSYSCOM Program Manager for Total Force IT Systems (TFITS), Product Group Director-10, Information Systems and Infrastructure (ISI), with Program Management, Logistics and Technical Support for the newly implemented Radio Frequency Identification (RFID) Infrastructure. RFID is a critical component of the Marine Corps Enterprise Solution to achieve Total Asset Visibility (TAV). Rapid changes to this technology, coupled with requirements to provide immediate improvements to logistics operations in various theaters of operation, have necessitated RFID and AIT technology infusion. This SOW supports both passive and active RFID efforts and encompasses the identification of new technological advances, infrastructure maintenance and sustainment of the RFID infrastructure, and to provide Subject Matter Expertise (SME) of RFID to the USMC AIT Program Office within PG-10. Principal activities include program management support, COTS/GOTS assessments and support to the in-transit and embarkation RFID Infrastructure.

**1.1 Background.** Total Asset Visibility (TAV) is the capability to provide users with timely and accurate information on the location, movement, status, and identity of units, personnel, material, equipment, and supplies in-storage, in process, in-transit, and in-theater. It is an integral part of the Marine Corps Asset Tracking and Management Initiatives and is guided by the Combatant Commanders Information Requirements for Combat Support (e.g. CINC 129) initiative. Aiding the process for meeting TAV, the Marine Corps is embarking on providing enterprise solutions for enabling TAV via the use of Automated Information Systems (AIS) that will be facilitated by the collection of initial source data provided by Automated Identity Technology (AIT). AIT is an enabler that facilitates the logistics business process by enhancing and facilitating the collection of source data, reducing process times, improving accuracy, and enhancing asset visibility. A robust AIT architecture, RFID technology provides a major source of timely data for in-transit tracking of shipments as they move through the supply chain.

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

Activity – Anticipated Percentage		Para	Metric
<ul style="list-style-type: none"> <li>• AIT Strategic Planning and Programmatic Support</li> </ul>	40%	2.1.1	Reference: QASP
<ul style="list-style-type: none"> <li>• Engineering Support &amp; Technology Assessments</li> </ul>	50%	2.1.2	
<ul style="list-style-type: none"> <li>• Technical Management and Administration</li> </ul>	10%	2.1.3	

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is

responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to 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. AIT Strategic Planning and Programmatic Support.** The Program Manager for Total Force IT Systems (TFITS) provides program management, logistics, administrative, and analytical guidance to meet the Marine Corps goals for enterprise solutions via AIT. The support will be focused on the efforts of both passive and active RFID, the existing enterprise infrastructure, and relationships with other AIT (e.g. UID, PKE, Biometrics) implementation driven by the AIT/eBusiness Team of PM TFITS. Within this framework, responsibility for technical assessment of product solutions, supportability impacts, compliance with program requirements, and overall coordination with OPFORs and logistics activities (e.g. training, maintenance support) must be considered as complementary elements. The Contractor is responsible for supporting this effort with project management services, logistics support, RFID policy collection and analysis, document development, planning and scheduling. This requires developing procurement packages and logistics support documentation to meet TAV objectives. The Contractor is responsible for supporting these activities with expert knowledge of USMC concepts of employment and support, efficient program/technical planning coincident with accelerated fielding, and cohesive management of diverse technical requirements. Critical facets of support include quality assurance of program documents and related technical products, liaison with transportation and logistics support staff at LOGBASES and the OPFORs. Ancillary actions include coordination between the Department of Defense Joint AIT and RFID specific Program Offices, the Department of the Navy AIT office, and the Marine Corps Functional Proponents at HQMC I&L.

**2.1.1 *Recommendations and Strategy.*** The Contractor is required to update the decision support framework for RFID and provide additional support to identify those COAs that are both affordable and illustrate significant improvement to operational capabilities. The information collected will be used by the AIT/RFID Program Support Office as a basis for fulfilling BEA requirements. This includes conducting comprehensive analysis of functional requirements to support the procurement and fielding of AIT systems and equipment, including defining, acquiring, employing, and maintaining IT systems which enable and support AIT as used by the Marine Corps.

**2.1.2 Engineering Support & Technology Assessments.** The AIT/eBusiness Team Lead is responsible for researching, developing, implementing and executing an interdisciplinary systems engineering approach to Total Asset Visibility (TAV). The Contractor is responsible for providing SME in the areas of performance asset tracking, transit, and automated identification technologies, and information systems in support of TAV. Within this framework, responsibility for technical assessment of product solutions, interoperability impacts, system/subsystem effectiveness, testing, and engineering logistics support must be considered as complementary elements. Overarching objectives of this effort are to ensure all technical elements of COTS, GOTS and emerging technologies solutions in the RFID domain are explored and utilized to the greatest benefit to the AIT initiatives and the TFITS PM. These possible solution sets must be evaluated from a business enterprise standpoint ensuring that organizational structure, business functions, and established processes are utilized in a collaborative environment to achieve the

PM/Team Leaders goals. Critical objectives within this framework include resolution of risk issues affecting projected milestones (e.g., legacy system cutover, interfaces), implementation of a comprehensive post deployment technical support capability, and on-going SME representation before technical and functional (e.g., logistics, embarkation, etc.) forums to ensure the interests of the Program Office. Ancillary support efforts include performing limited systems configuration and testing in support of the RFID infrastructure. This includes supporting the installation of the USMC Remote Access Servers for the ITV network to provide a more reliable link to the National ITV server.

*2.1.2.1 Information Security.* The Contractor is required to originate, review, and provide technical management of program SSAA's and ASP's predicated upon security requirements and acquisition milestones. The Contractor is responsible for supporting the execution of a viable, comprehensive Information Assurance program with technical and analytical expertise that ensures process consistency and quality. Program execution includes delivery of products and services within the scope of delegated responsibilities and expert application of security standards and policy

*2.1.3. Technical Management & Administration.* The AIT/eBusiness Team Leader is responsible for establishing a cohesive technical management framework that ensures all AIS enabling Programs of Records (PORs) are executed within program constraints. This includes all actions necessary to effectively support program technical activities including business planning, conduct exercises, and coordinate actions among IPTs and other participating interest groups as well as ensuring performance consistent with the provisions of the QASP. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. 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 PM TFITS will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel), as well as a suitable infrastructure to manage program requirements (e.g., document storage, security) throughout the course of performance to support the scope of activities. The Government expects computers, cellular phones, and other elements of facilitization to be included in the GSA rates and will not be reimbursed separately. Further, if specific equipment models, software applications, or related support items are to be included as separate ODCs, these items must be identified in the Contractor's proposal at the time of submission for consideration and pricing purposes. Local travel is authorized and travel to operational sites (principally CONUS) will be required. 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 AIT effort in support of TFITS. This document will be used by the Government to assess the effectiveness of the Contractor's management and technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing management and technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

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

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

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

- Demonstration. A qualification method that is carried out by operation and relies on observable functional operation. It does not require the use of instrumentation or special test equipment;
- Inspection. A qualification method that is carried out by visual examination of deliverables and training materials.
- Analysis. A qualification method that is carried out by examining and assessing the application of techniques in order to determine if they are appropriate and sufficient.

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

AIT Strategic Planning and Programmatic Support. The Contractor will be evaluated on quality of their strategic planning and programmatic support for AIT planning and implementation.

Engineering Support & Technology Assessments. The Contractor will be evaluated on the effectiveness of their technical assistance methodology used to support the AIT enablers and their success in requirement definition, implementation, and successful support of Courses of Actions selected by PM TFITS.

Technical Management, Acquisition & 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)**

<b>Performance Objective</b>	<b>SOW</b>	<b>Performance Standard</b>	<b>Quality Level <sup>1</sup></b>	<b>Method of Surveillance</b>
AIT Strategic Planning and Programmatic Support	2.1.1	Acceptable performance has been met when the planning and programmatic support has been accepted buy the Government as effectively supporting TAV objectives.	Excellent Acceptable Poor	Analysis Demonstration
Engineering Support & Technology Assessments	2.1.2	Acceptable performance has been met when the assessment framework and analysis methods have been accepted by the Government as effectively supporting program goals.	Excellent Acceptable Poor	Analysis Demonstration
Technical Management & Administration	2.1.3	Acceptable performance has been met when the Government has accepted the Contractors methodologies, schedules, and quality standards.	Excellent Acceptable Poor	Inspection Demonstration

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

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