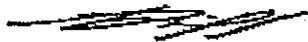


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER M67854-05-F-4900		PAGE 1 OF 30	
2. CONTRACT NO. N00104-04-A-ZF12		3. AWARD/EFFECTIVE DATE 25-Apr-2005		4. ORDER NUMBER M67854-05-F-4900		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME		9. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY MARINE CORPS SYSTEMS COMMAND, CTQ ATTN: STEPHEN L. RIFFE 2200 LESTER STREET QUANTICO VA 22134-8050  TEL: 703-784-0871 FAX: 703-784-0131		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"/> 6(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input checked="" type="checkbox"/> 13b. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)  13d. RATING DD-A7	
15. DELIVER TO  SEE SCHEDULE		CODE		18. ADMINISTERED BY  SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR ACCENTURE LLP MICHAEL DEL-COLLE 11951 FREEDOM DRIVE RESTON VA 20190-5851  TEL 703-847-3794		CODE ONHA3		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022		CODE M67443	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<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 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE M67854-05-F-4900 AND AWDs 1-7 <input checked="" type="checkbox"/> OFFER DATED 21-Mar-2005. 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			30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			30c. DATE SIGNED	
						25-Apr-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		30d. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) STEPHEN RIFFE / CONTRACTING OFFICER TEL: 703-784-0871 EMAIL: riffe@navsec.usmc.mil			

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Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 30	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER						
35. S/R ACCOUNT NUMBER		39. B/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42b. RECEIVED AT ( <i>Location</i> )			
			42c. DATE REC'D (YYMM/DD)		42d. TOTAL CONTAINERS	

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GCSS Phase A Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001  ACRN AA is to be exhausted prior to using any additional ACRNs for payment against this CLIN. FOB: Destination MILSTRIP: M9545004RCR4FG5 PURCHASE REQUEST NUMBER: :				

NET AMT

50.00

ACRN AA  
CLN: 00000000000000000000000000000000



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	Award Fee Pool (See section H-5)	1	Each		
	IN 0001				
	15005RCR4FN1				

NET AMT

ACRN AB  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	* Award Fee Period 1	1	Each	\$0.00	\$0.00
	IN 0010AA				

NET AMT

\$0.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC		1	Each	\$0.00	\$0.00

\* Award For Period 2

illars in CLIN 0010AA

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101			ach		
OPTION	GCSS Phase B				

TARGET COST

TARGET PROFIT \$0.00

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Months		
OPTION	GCSS Facility				

For Duration of Phase B  
FOB: Destination

---

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110 OPTION	Award Fee		Each		
	Applied to CLIN 0101 FOB: Destination				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AA OPTION	Award Fee Pool (See section H-5)	1	Each		
	N 010101				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AB OPTION	* Award Fee Period 1	1	Each	\$0.00	\$0.00
	N 0110AA				
NET AMT					\$0.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AC		1	Each	\$0.00	\$0.00
OPTION	* Award Fee Period 2				
	IN 0110AA				

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AD		1	Each	\$0.00	\$0.00
OPTION	* Award Fee Period 3				
	N 0110AA				

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AE		1	Each	\$0.00	\$0.00
OPTION	* Award Fee Period 4				
	IN 0110AA				

---

NET AMT \$0.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AF		1	Each	\$0.00	\$0.00
OPTION	* Award Fee Period 5				
	0110AA				

---

NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110AG		1	Each	\$0.00	\$0.00
OPTION	* Award Fee Period 6				
	ollars in CLIN 0110AA				

---

NET AMT \$0.00

ACCOUNTING AND APPROPRIATION DATA

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SECTION C

**SPECIFICATIONS/DESCRIPTION/WORK STATEMENT**

C-1 All performance shall be in accordance with Attachment 1, Statement Of Objectives (SOO), in accordance with the Contractor's proposal dated March 31, 2005 (incorporated by reference only) and the contract terms and conditions delineated in this order.

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SECTION D  
**PACKAGING AND MARKING**

D-1 Packaging shall be in accordance with Contractor's best commercial practices.

D-2 All data deliverables and correspondence shall be submitted to the Project Officer listed in section E-3.

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SECTION E  
**INSPECTION AND ACCEPTANCE**

E-1 Inspection / Acceptance shall be at Destination.

E-2 Any data deliverable or other event requiring Government acceptance will be accepted, conditionally accepted or rejected within 10 business days from receipt of a properly tendered data deliverable from the Contractor or occurrence of the event. In the event the deliverable is not accepted, the Government will provide written comments to the Contractor within 10 business days of receipt. The Contractor will then have 10 business days to make any corrections necessary. The Government will then have 10 business days to review the revised deliverable.

E-3 PROJECT OFFICER

The Project Officer under this order is:

Maj Andrew J. Vuillemot  
MARINE CORPS SYSTEMS COMMAND, PM

GCSS

2200 LESTER STREET  
QUANTICO, VA 22134-5010  
EMAIL: [andrew.vuillemot@usmc.mil](mailto:andrew.vuillemot@usmc.mil)  
TEL: (703) 432-1092

Inspection and acceptance of contract/order deliverables are the responsibility of the Project Officer or his duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause or DD Form 1423, when applicable. 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 related thereto shall be borne by, the Contractor.

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**SECTION F**  
**DELIVERIES OR PERFORMANCE**

F-1 DELIVERY DATE: Delivery schedule for each CLIN/SLIN shall not exceed six (6) months for Phase A and 25 months for Phase B, if option is exercised.

**F-2 SHIPPING INSTRUCTIONS:**

Item No.	Qty	POC, Phone # & Email Address DoDAAC (TAC2) Shipping Address	DoDAAC (Required)	Mark for T/E Number
0001 & Option CLINs 0101		Maj Andrew J. Vuillemot MARINE CORPS SYSTEMS COMMAND, PM GCSS 2200 LESTER STREET QUANTICO, VA 22134-5010 EMAIL: <a href="mailto:andrew.vuillemot@usmc.mil">andrew.vuillemot@usmc.mil</a> TEL: (703) 432-1092	M67854	

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**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-1 Payment Instructions for Multiple Accounting Classification Citations**  
ACRN AA for CLIN 0001 is to be exhausted prior to using any additional ACRNs for payment against this CLIN.

**G-2 Electronic Funds Transfer (EFT) Information**

**INVOICING PROCEDURES**

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 is 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.cb.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 the contract or modification incorporating WAWF-RA into the contract. The USMC WAWF-RA point of contact for this contract is MELANIE HAYNIE and can be reached by phone at (703) 784-0908 or via email at [melanie.haynie.ctr@usmc.mil](mailto:melanie.haynie.ctr@usmc.mil)

The Contractor is directed to use the "2 -in-1" format for services and combo for supplies when processing invoices and receiving reports. For all requirements, the Contractor shall use the Marine Corps Systems Command DODAAC and extension PG10 (i.e., M67854PG10) as the DODAAC for all shipping addresses.

PROGRAM: ..... GCSS/SI .....

**G-3 Remittance Address**

The address to which EFT payments should be made by the Government is as follows:

Electronic Transfer:

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**G-4 Post Award Orientation Conference**

A Post Award Orientation Conference shall be conducted within 45 days after contract award with representation by the Contractor, the Procurement Contracting Officer (PCO), and the U.S. Marine Corps Program Management Office. The PCO will act as chairperson. The Post Award Orientation Conference shall be conducted at the Contractor's facility as provided by FAR 42.5, at no additional cost to the Government.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 Government Furnished Property

The Government will furnish to the Contractor, for use in connection with this contract, the property set forth below. Items are being delivered to the Contractor's facility:

#### Item Description

Oracle Software Bundle. See SOO 2.3.

### H-2 TOTAL SYSTEM PERFORMANCE RESPONSIBILITY (TSPR)

The Contractor shall have Total System Performance Responsibility (TSPR) for the entire GCSS-MC LCM Block 1 contract. TSPR means that the Contractor is responsible for undertaking any and all actions necessary for ensuring that the overall performance of GCSS-MC LCM Block 1 meets all contract requirements. For GCSS-MC LCM Block 1, TSPR includes integration of all segments, systems, subsystems, and components whether furnished by the Government, identified and directed by the Government, managed by the government or its designated agent, or commercially acquired. Integration responsibility under TSPR includes the monitoring of all associate contractor and government systems and infrastructure activities. Monitoring includes the timely notification and recommendation of mitigation efforts to the Government for risks resulting from schedule, technical, or resource conflicts with these systems and infrastructure activities to ensure the contract schedule, GCSS-MC LCM Block 1 system specification, and integrated master plan requirements are met by the Contractor. Under the TSPR clause: The Contractor accepts performance responsibility whether or not individual segments, systems, subsystems, or components are fabricated, integrated, or assembled by the Contractor, a subcontractor (notwithstanding that any such subcontractor may have been selected pursuant to any provision hereof) or furnished as government-furnished property (GFP). The Contractor is fully responsible for the integration of all systems, subsystems, and components whether GFP or commercially acquired, installed and integrated into the GCSS-MC LCM system without any degradation of performance of that item or in the overall system performance, and all required inspection and acceptance test procedures are accomplished and sufficient to meet specifications and performance requirements. The Contractor's responsibility to install and integrate subsystems and components without degradation of performance is in addition to, and not in substitution of, its responsibility to insure that the total system will meet all requirements of the system specification.

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## H-3 ASSOCIATE CONTRACTOR AGREEMENT

(a) (1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the GCSS-MC/LCM Associate Contractors to ensure complete compatibility between equipment, software, data, and/or services for the GCSS-MC/LCM to prevent unnecessary duplication of effort and in order to maximize commonality.

~~(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.~~

(b) The Associate Contractors are as follows:

Contractor	Responsibility
Oracle Corp.	GCSS-MC/LCM COTS Software Provider

(c) The Contractor shall work and maintain close liaison with the Associate Contractor(s) listed in paragraph (b) above. In order to ensure accomplishment of this objective, the Contractor shall enter into written agreements with each of the other applicable Associate Contractors. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(d) Each written agreement between the Contractor and an Associate Contractor shall provide for complete and unbiased exchange of technical information and interface data relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data and information to be furnished among the Associate Contractors to facilitate procedures/schedules for the exchange of information and/or data. Descriptive detail of the data and/or information to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data and/or information in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and/or software and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, software, data and/or services.)

(2) Services to be provided by one Contractor to another (including such services as clerical support to visiting Associate Contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective Contractors in performance.

(4) The facilities and their location to be provided by each Contractor to accommodate personnel assigned to provide the Associate Contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

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(5) Delineation of respective interface responsibilities.

(6) Provision for furnishing copies to communications relative to performance of Associate Contractor responsibilities.

(e) In the event this exchange of information/data results in access to limited rights data the Contractor hereby agrees not to utilize such limited rights data acquired under the exchange or to manufacture itself those items identified above, or components thereof.

(f) In the event limited rights data is obtained from the Contractors designated herein, the Contractor agrees to obtain in writing from each of his employees whose responsibility in connection with work under this contract involves access to this data, an agreement which in substance provides that said employee(s) will not, during his employment by the Contractor or thereafter, disclose to employees of the company submitting unlimited rights information, employees other than the Contractor's employees for use for his own benefit or the future benefit of any other individual, corporation or any organization, any limited rights information/data to which he had access in connection with this contract. Nothing contained in this provision applies to data furnished voluntarily by individuals, corporations or organization without limitations as to use or to data, which falls within public domain.

(g) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both Associate Contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(h) Where the Contractor and an Associate Contractor fail to agree upon action to be taken in connection with their respective responsibilities, each Contractor shall promptly bring the matters to the attention of the cognizant PCO and furnish the Contractor's recommendations for a solution. The Contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the Contractor and its associate to promptly refer matters to the PCO or because of failure to implement PCO directions.

#### H-4 SUBSTITUTION OF KEY PERSONNEL

General Provision. The Contractor agrees to assign to this contract those people identified as key personnel whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of this contract. No substitutions shall be made except in accordance with this clause.

Guidance on Substitutions. During the first ninety (90) days of the contract performance period, no personnel substitutions by the Contractor will be made unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer. After the initial ninety (90) day period, all substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

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Requests for Substitutions. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel definition. Key personnel are understood to be those individuals who were proposed in the Contractor's technical proposal to the Government.

#### H-5 DETERMINATION OF AWARD FEE

Special Award Fee Note: \* Amount for SLINs 0010AA AND OPTION 0110AA will be populated after the actual award fee has been determined. Dollars will be moved from the Award Fee Pool SLIN (0010AA AND OPTION 0110AA) to the Award Fee Period SLIN by contract modification after the AFDO has made his/her determination of the amount of the award fee to be awarded for the period under evaluation. The Contractor may invoice for the award fee earned for that SLIN after receipt of the executed modification.

#### Purpose

The purpose of this Award Fee contract is to:

Incentivize the establishment of a close working relationship between Marine Corps Systems Command (MCSC) and the Contractors;  
To ensure that both MCSC and the Contractor personnel are intimately familiar with each other's efforts, programs, problems, and requirements; and

To encourage and reward superior quality performance, to include

#### Phase A - Plan, Analyze and Design Block 1 Solution

- Factor 1 - SI / Oracle Relationship
- Factor 2 - Support for Milestone B (MS-B)

The maximum award fee possible for Phase A

#### Phase B - Preparation for Fielding, Cutover, and Transition

- Factor 1 - SI/Oracle Relationship
- Factor 2 - Life Cycle Cost and Innovation
- Factor 3 - Support for MS-C
- Factor 4 - Transition to "Go Live"

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The maximum award fee possible for Phase B is ...

#### Award Fee Determining Official

The Award Fee Determining Official (AFDO), Mr. Robert Hobart, shall examine the recommendations of the Award Fee Review Board (AFRB) to determine final award fee. The areas, as identified above, will be evaluated to determine the Contractor's performance for the periods specified. Each area will be evaluated by Government personnel with knowledge of the Contractor's performance in that area. These evaluations will be forwarded to the AFRB.

#### Award Fee Review Board (AFRB)

The Award Fee Determining Official (AFDO) shall appoint an AFRB for each evaluation period consisting of not less than five (5) members. These members may include the Project Officer, Procuring Contracting Officer (PCO), Contract Officer Representative (COR), Logistics Officer, and/or other Subject Matter Experts (SMEs) technical, operational and contract personnel, with the PCO acting as Chairman. It shall be the purpose of the Board to review contractor performance evaluation reports, make independent investigations as deemed necessary, and make recommendations to the AFDO concerning evaluation grades, the amount of the award fee earned and the recommendation for payment, and the nature, quality and extent of documentation to be furnished to the Contractor concerning his performance. The AFRB may also recommend changes to this plan. In determining its award recommendation, the AFRB will request that the Contractor present a written briefing including a self-assessment of its performance during the evaluation period. Changes to the membership of the AFRB may be made at the discretion of the AFDO.

#### Evaluation Procedures

The following procedures will be used in determining the award fee:

Within 30 calendar days following the end of the evaluation period, the AFRB shall convene and prepare a written performance evaluation considering the following information:

Individual Evaluations received by the AFRB.

The Contractor shall submit to the AFRB a written briefing and four copies, not to exceed 10 pages each on its efforts during the period under evaluation within the first 10 calendar days, following the end of the evaluation period. The Contractor's written briefing should include a detailed account of the contractor's efforts, accomplishments, problems, and recommendation regarding the following:

Phase A - Plan, Analyze and Design Block 1 Solution

Factor 1 - SI / Oracle Relationship

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## Factor 2 – Support for MS-B

### Phase B - Preparation for Fielding, Cutover, and Transition

- Factor 1 – SI/Oracle Relationship
- Factor 2 – Life Cycle Cost and Innovation
- Factor 3 – Support for Milestone C (MS-C)
- Factor 4 – Transition to “Go Live”

Any other data that the Contractor considers appropriate.

### Performance Evaluations.

Within 20 calendar days of the AFRB's receipt of the Contractor's written briefing, the PCO shall provide the Contractor written notification of his performance evaluation. Within 5 calendar days of receipt of the performance evaluation, the Contractor shall provide written response to the AFDO, with a copy to the PCO, indicating concurrence or non-concurrence with the performance evaluation. If the contractor does not concur, he should indicate any exception thereto.

Within 5 calendar days of receipt of the Contractor's response, the AFDO shall provide the PCO with a final performance evaluation and determination of award fee.

Within 5 calendar days of the receipt of the AFDO's determination of award fee, the Contracting Officer shall issue a unilateral modification to the contract to provide for the earned award fee. Determinations of the AFDO with respect to the amount of award fee are final and shall not constitute a dispute within the meaning of the clause of this contract entitled, "DISPUTES."

### Award Fee Calculation

The maximum award fee for work performed under the period-of-performance of this contract is identified under section H-5 "Determination of award fee". The Government shall make payment of all or a portion of the maximum award fee for each period based upon the performance evaluation percentage score (P) assigned by the AFDO in accordance with the award fee determination plan. Calculations are shown below:

$$P(x) = TF$$

P = Award Fee Evaluation Percentage Score Assigned

x = Maximum Amount of Award for Period

TF = Total Award Fee Earned for Award Fee Period

Residual monies not paid to the Contractor via an Award Fee Determination, return to the Award Fee Pool and are available for reuse in subsequent Award Fee Determinations.

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### Performance Ratings

The award fee to be paid for each period shall be determined by applying the adjective ratings to the factors to determine the percentage score.

#### Excellent Performance:

Scoring Range: No less than .8; no more than 1.0

Scores awarded in this category should be reserved for only that work which displays the highest levels of innovation, methodology, analysis and comprehension.

#### Satisfactory Performance:

Scoring Range: No less than .1; no more than .79

#### Unsatisfactory Performance

Scoring Range: 0\*

\*No award fee will be paid for scores below .1.

### Maximum Award Fee- Award Periods

The Contractor may earn and be paid all, a portion, or none of an award fee. Payment of an award fee, if any, will be made at the end of each period after award fee determination as set forth in the Schedule. Upon issuance of a modification, the award fee will be payable with an invoice submitted for the award fee amount. Upon receipt of all required interim closeout information from the Contractor and the completion of the award fee evaluation outlined above, the award fee will be invoiced and paid. The determination of award fee amount will be based on the overall "grade" for the rating period.

### Evaluation Criteria

The specific goals for each evaluated area are stated on the following page as a part of the proposed effort and standards of performance. Each evaluation area has been assigned a weight, which will be used to assess the overall evaluation rating.

### Evaluation Areas

#### Phase A

#### Factor 1 - SI / Oracle Relationship:

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- a. The SI's ability to coordinate with Oracle to resolve all TARs within a timely manner without the need for escalation.
- b. The SI's ability to coordinate with Oracle to correct deficiencies noted during all Project Progress/Status reviews, Test and Evaluation and System Engineering reviews within a timely manner without the need for escalation.

**Factor 2 – Support for MS-B:**

SI's contribution towards providing information from their program management and implementation methodologies, which supports the PM WIPs with achieving a successful MS-B.

**Phase B****Factor 1 - SI / Oracle Relationship:**

- a. The SI's ability to coordinate with Oracle to resolve all TARs within a timely manner without the need for escalation.
- b. The SI's ability to coordinate with Oracle to correct deficiencies noted during all Project Progress/Status reviews, Test and Evaluation and System Engineering reviews within a timely manner without the need for escalation.

**Factor 2 – Life Cycle Cost and Innovation**

The ability of the SI to design a complete solution that results in a cost effective, Life Cycle solution for the Marine Corps. This criterion will also consider the SI's ability to bring innovation to their solution (i.e.; an innovative solution that reduces the battlefield footprint in a deployed mode; to take advantage of a communications scheme to best utilize band-width in order to satisfy information and data exchanges; innovative improvements to optimize training; etc.)

**Factor 3 – Support for MS-C:**

SI's contribution towards providing information from their program management and implementation methodologies, which supports the PM WIPs in achieving a successful MS-C.

**Award-Fee Plan Change Procedure**

All significant changes are approved by the AFDO; the AFRB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect contractor's emphasis to areas needing improvement, and revising the distribution of the award-fee dollars. The contractor may recommend changes to the PCO no later than 30 days

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prior to the beginning of the new evaluation period. After approval, the PCO shall notify the contractor in writing of any change(s). Unilateral changes may be made to the award-fee plan if the contractor is provided written notification by the contracting officer 5 days before the start of the upcoming evaluation period. Changes effecting the current evaluation period must be by mutual agreement of both parties.

**Factor 4-Transition to "Go Live":**

SI's contribution towards reducing risks and providing a smooth transition to the post MS'C "Go Live" phase of the GCSS-MC implementation.

H-6 The Government hereby incorporates the Contractor's technical proposal into the contract by reference. Nothing contained in the Contractor's technical proposal shall constitute a waiver to any requirement of the contract. Where the proposed fulfillment of a requirement by the Contractor exceeds the requirement stated in the base contract, the proposed fulfillment becomes the requirement that the Contractor shall meet.

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**SECTION I**  
**CONTRACT CLAUSES**

**I-1 Additional Clauses**

**52.216-16 Incentive Price Revision-Firm target (Oct 1997)**

(a) General. The supplies or services identified in the Schedule as Items 0101 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of . . . . . Any supplies or services that are to be:

- (1) ordered separately under, or otherwise added to, this contract, and
- (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 30 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree-

- (i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;
- (ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;
- (iii) A list of all residual inventory and an estimate of its value; and
- (iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by paragraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

- (1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be

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incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less \_\_\_ percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus \_\_\_ percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that-

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under paragraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this

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contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing-

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-increased or decreased in accordance with paragraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause.

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for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(End of clause)

#### 52.217-5 -- Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### 52.217-6 -- Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

#### 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added

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items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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SECTION I

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

J-1 Attachments.

Attachment 1- Statement of Objectives (with Appendices A, B and C)

Attachment 2 - List of Acronyms

Attachment 3 - Milestone Payment Plan