

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 17			
2. CONTRACT NO. M67854-07-A-0516		3. AWARD/EFFECTIVE DATE 05-Sep-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-07-R-0516		6. SOLICITATION ISSUE DATE 17-Jul-2007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANITA M. NORRIS		b. TELEPHONE NUMBER (No Collect Calls) 703-432-3773		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 15 Aug 2007			
9. ISSUED BY MARCORSYS/SCOM 2200 LESTER STREET QUANTICO VA 22134-6050 TEL: 703-432-3773 FAX: 703-432-3534		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS Net 30 Days	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE			
17a. CONTRACTOR/OFFEROR TECOLOTE RESEARCH LINDA WILLIAMSON 1 S. LOS CARNEROS RD, STE 125 GOLETA CA 93117-5506 TEL. 310-536-0011 EXT 105		CODE 08M80		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 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						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$500,000,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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. <small>REF: TechoPro Proposal 0715NMG07</small>				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: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Anita M. Norris</i>		31c. DATE SIGNED 07-Sep-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					

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CEOSS BA Labor Support Services FFP Federal Supply Schedule TBD FOB: Destination	475,000,000	Each	\$1.00	\$475,000,000.00
NET AMT					\$475,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP Administered as a Cost Reimbursable Line Item FOB: Destination	25,000,000	Each	\$1.00	\$25,000,000.00
NET AMT					\$25,000,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-2	Payment For Overtime Premiums	JUL 1990
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.242-15	Stop-Work Order	AUG 1989
52.244-2	Subcontracts	AUG 1998
52.245-1	Government Property	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of \$_____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items(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 THE 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 thirty 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 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 THE 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 paragraph (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 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to 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 \$--

(month) (day), (year) \$---

(month) (day), (year) \$---

(month) (day), (year) \$---

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment A	Statement of Work	7	27-JUL-2007
Attachment B	DD Form 254	1	12-JUL-2007
Attachment C	GSA Schedule Rate/Category Template	1	12-JUL-2007
Attachment D	Non-Disclosure Agreement	1	12-JUL-2007
Attachment E	Invoicing Detail Template	3	12-JUL-2007
Attachment F	Government Furnished Property Listing	1	17-JUL-2007

BPA ADDENDA

COMMERCIAL ENTERPRISE OMNIBUS SUPPORT SERVICES (CEOss) BLANKET PURCHASE AGREEMENT (BPA) for the BA DOMAIN

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

FSS Schedule Number	Title
GS-10F-0002K	MOBIS

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between Tecolote Research, Inc. and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number GS-10F-0002K and this BPA Number M67854-07-A-0516:

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

ADMINISTRATIVE DATA

Primary Point of Contact: Leland E. Waymire
 (Complete Name, Title, Corporate Address) 2231 Crystal Drive, Suite 702
Crystal Park 4
Arlington, VA 22202

(Electronic mail address and phone number) lwaymire@tecolote.com
(703) 414-3290 ext 144

Alternate Point of Contact: Linda K. Williamson
1 S. Los Carneros Road, Suite 125
Goleta, CA 93117-5506
lwilliamson@tecolote.com
(310) 536-0011 ext 105

Remit to Address: Tecolote Research, Inc.
P.O. Box 6069, Santa Barbara CA 93160-6069

What is your business size based upon your qualifying GSA Schedule: Large Business

Are you an SBA recognized business concern? If yes, identify your status. No

Enter your CAGE CODE: 0BMB0

Enter your DUNS NUMBER: 074108176

Enter your TIN: [REDACTED]

(A) AUTHORITY

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (GS-10F-0002K) and FAR 8.404.

(B) DESCRIPTION OF THE REQUIREMENT

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

(SOW). The BPA shall be administered in accordance with the current Commercial Enterprise Omnibus Support Services (CEOss) Handbook.

(C) STATEMENT OF WORK

The scope of the work to be acquired for this BPA is set forth in the SOW and its domain specific attachments provided at Attachment A of this document. Additional information relevant to MCSC technical programs and requirements is available at:

<http://www.marcorsyscom.usmc.mil/sites/acss/Download.asp>

(D) SECURITY REQUIREMENTS

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

(E) ELECTRONIC INTERFACE

The BPA holder is required to interface with ACSS via the electronic procurement portal (eP²) for all pre and post award contractual actions, including but not limited to access to RFQ documents, Questions and Answers, contractor submission of technical and price proposals, access to award and modification documents and invoice submission. Task Orders will be completed, generated, awarded and distributed using the ACSS eP² system. The media used for all submissions to eP² shall be compatible with the Microsoft Office 2000 suite or Adobe Acrobat (.pdf). The Government will provide CEOss BPA holders with eP² training.

(F) ORDERS

1. The ACSS will post all draft task order requirements to eP² for a minimum of five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. At the conclusion of this five-day period an RFQ will be provided to those vendors that have requested the final RFQ. Posting the requirement via the ACSS eP² system will ensure all aspects of FAR compliance. In addition to written responses, the ACSS office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

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

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

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

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

5. **Incidental Items and Other Direct Costs (ODC).** An incidental item can be added if the item is under the micro-purchase threshold (\$2,500). The authority for this action is FAR 13.202(a)(2) which indicates, "Micro-purchases may be awarded without soliciting competitive quotations if the contracting officer or individual appointed in accordance with 1.603-3(b) considers the price to be reasonable." Adding an incidental item valued above \$2,500 requires providing public notice and soliciting competitive quotes. As stated in the ATA Defense Industries case of June 27, 1997 - GSA's procedures satisfy the requirement of CICA since the FSS contract prices have been competitively awarded based on price negotiations and evaluations prior to award of the FSS contract. However, GSA has not negotiated or evaluated prices for products and services that are not listed in the FSS contract. Therefore, customers must purchase "incidental" open market items using appropriate competitive procedures. After a customer complies with requirement of full and open competition for the incidental item it may be placed on the delivery order for administrative convenience. Open market (non-supply schedule) items may be added to individual task orders if the items are clearly labeled as such on the order, all applicable acquisition regulations have been followed, and the ACSS Contracting Officer has determined price reasonableness for the open market items prior to purchase. ODCs of a non-recurring nature MUST be approved by the Contracting Officer prior to cost incurrence. Open Market items included as ODCs on individual Task Orders are not subject to the GSA Industrial Funding Fee (IFF). The Contracting Officer may request the advice and assistance of other experts, including the Defense Contract Audit Agency (DCAA) to ensure that an appropriate cost analysis is performed. If sufficient information is not available to determine price reasonableness, and the value of the incidental items/ODCs exceeds \$550,000, cost or pricing data may be obtained in accordance with FAR 15.403-4. Incidental Items/ODCs may be placed on the task order using Cost Reimbursement type CLINs. The Government will not reimburse facilitization costs (e.g., Blackberry's, cell phones and service fees, laptops, etc.) provided to Contractor personnel to perform task requirements. These items of equipment are expected to be covered by the Contractor's overhead and G&A rates. Specific exceptions identified by the Government task sponsor, where such communication is deemed critical to task performance, will be identified in the RFQ. Additionally, qualifications for labor categories negotiated between the Contractor and GSA, will not be waived, nor will the Government pay for training required to attain, or maintain skill levels of Contractor personnel. Such training is considered an incumbent Contractor responsibility to ensure qualifications of their workforce remain viable, and shall not be billed as an ODC, or other charge under this BPA.

6. Notification of ODC Funding Limits. The Contractor shall ensure your Project Managers' notify both corporate management and ACSS when 75% of the cost-reimbursable CLIN ceiling is met. At 85% of cost, acknowledge that you will take necessary actions to "stop work" and cease incurring costs.

7. G&A AND MATERIAL HANDLING ON ODCs. The teaming arrangements allowed under CEOss permit autonomous management of administrative matters at the subcontractor level. Based upon the guidance FAR 31.201-6 (CAS 405), any ODC/travel costs incurred at the subcontractor level and burdened with their G&A cannot be burdened a second time with prime contractor G&A. Billings for travel and other charges submitted to the prime contractor are limited to only Material Handling burdens. No fee may be applied to any travel or ODC items. Unique ODCs (e.g., those that require special ACSS review and approval) will also have a determination of burden included in the authorization disposition.

8. All travel shall be conducted in accordance with FAR 31.205-46, executed at the direction of the Project Officer (PO). Unauthorized travel, or travel not coordinated with the PO shall not be reimbursed. Costs shall be allowable only if the following information is documented: (i) Date and place (city, town, or other similar designation) of the expenses; (ii) Purpose of the trip; and (iii) Name of person on trip and that person's title or relationship to the contractor.

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

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

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

12. Incremental Funding. FFP task orders may be incrementally funded based upon the exception at DFARS 232.703-1 (1) (ii), which applies to CEOss task orders. The MCSC Assistant Commander, Financial Management (AC/FM) has been delegated administrative responsibilities for PMC and R&D, while HQMC retains O&M authority. Funds management at the Command level, particularly with R&D, is predicated upon expenditure rates. O&M is released quarterly through HQMC R&P, therefore, our task orders are structured accordingly. While PMC funds are generally available in sufficient quantity to fully fund CEOss tasks upon award, we reserve the right to treat the appropriation based upon AC/FM allocation to the program sponsors.

(G) SUBCONTRACTING AND TEAMING RELATIONSHIPS

Subcontracting and Contractor Team arrangements by FSS contractors are encouraged to ensure mission success, however, proposed arrangements with non-schedule subcontractors or non-team members must be clearly identified in proposals to the Government. Use of non-team members under CEOss task orders is DISCOURAGED, unless provisions of the task order expressly warrant unconventional technical skills. Use of ODC labor will be limited to 5% of the total labor charges. Identification of such ODC labor charges must include the scope of the work to be performed, as well as the method of inclusion (i.e. labor category and rates or other direct cost (ODC)). If a task order is awarded to a Contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA

Industrial Funding Fee (IFF). However, in the absence of a competitive procurement, the PCO will be required to determine the price reasonableness of the subcontractors proposed rates to validate pricing. Non-schedule or non-team member subcontractors proposed as an ODC may only be burdened with General and Administrative (G&A) overhead. The following table represents possible Teaming Arrangements and methods to subcontract using the CEOss BPA:

Subcontracting / Teaming Arrangements		
If...	Then...	And...
Two Contractors have GSA Schedules	You can have a Contractor Team Arrangement.	One Prime Contractor will be designated as the Contractor Team Leader (Prime BPA holder).
A team member has a GSA Schedule	The Prime Contractor can propose the team member using the team member's GSA rates OR the Prime Contractor can map the team member into it's own GSA rates.	May not add additional fee to the team member's rates above the Prime's schedule rates. Any discount passed to the Prime by the team member can be retained by the Prime or passed in whole or in part to the Government.
A team member doesn't have a GSA Schedule	The Prime Contractor can map the Subcontractor into it's own GSA rates OR The Prime Contractor can propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Follow the procedures outlined above
All Non-team members	The Prime Contractor must propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Non-team member labor may be burdened only with General & Administrative (G&A) charges.

Contractors may only receive a prime BPA award under one (1) of the four (4) domains. Wholly-owned subsidiaries with their own GSA schedule will be treated as separate contractors, but may not hold primes in the same domain as their sister/parent company. However, Contractors are permitted to team with any number of vendors in all of the domains. For example, if a Contractor receives a prime BPA award under the domain of Engineering and Scientific, they are allowed to be a team member within any of the domains. Additionally, the contractor may participate on as many teams within each of the domains as they can accommodate.

(H) LABOR CATEGORIES AND ACCOMPANYING RATES

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

(I) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the ordering office (otherwise the Government) to solicit or issue a task order. BPAs are not contracts, they are a mutual agreements between the contractor and the MCSC. The BPA is issued as an unfunded agreement describing the terms and conditions relevant to its use. The BPA specifies the scope, estimated value, duration, GSA schedule numbers, authorized ordering offices, invoicing or billing procedures, terms and conditions, discount terms, and types of orders to be placed under the BPA. The ACSS team will annually review each CEOss BPA for currency of content and make necessary updates in response to changes in market and regulatory conditions, and other pertinent factors affecting business arrangements. This will also include modifying existing arrangements, or canceling BPAs with suppliers who do not receive task orders, illustrate a pattern of poor competition, or fail to adhere to CEOss performance standards. It is the unilateral right of the government to assess performance and to consider multiple factors (e.g., technical performance, management efficiency, responsiveness, business integrity, competitiveness, etc.) when determining whether to renew a BPA. Each year, as an element of the renewal process, ACSS will request a Letter of Intent (LOI) from incumbent contractors addressing planned team changes, accounting practices, and acknowledging which GSA schedule option they will be operating under. This precedes any changes to their actual BPA proposal, codifying the intent of the LOI and expediting the renewal process for all parties. Additionally, each year, contractors will be required to send in a certification of G&A and M&H rates and the associated basis for application. The ordering office reserves the rights to issue no solicitations, and no task order awards under this BPA.

(J) INVOICING / BILLING PROCEDURES

(a) WAWF and eP². In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 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 BPA, 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 Gomez who can be reached on 703-432-3793. Additionally, all invoices shall be uploaded to eP² at <https://www.ep2.mcsc.usmc.mil/> with e-mail notification to kristin.gomez.ctr@usmc.mil. Questions regarding invoices can be directed to Kristin Gomez at (703) 432-3793.

(b) Invoice Content and Supporting Documentation. In accordance with paragraph (g) of FAR Clause 52.212-4 – Contract Terms and Conditions – Commercial Items, invoices are required to contain the following information: Invoice Date and Number, BPA Number, Task Order Number, CLINs and SubCLINs and amounts. Any G&A applied to ODCs must be clearly identified.

Additionally, all travel and ODCs shall be reasonably supported with appropriate backing documentation/explanation, such that individual charges or aggregate charges can be identified. Spot audits may be performed at the discretion of ACSS. Use the template provided

as Attachment E when preparing invoices. Insufficient supporting documentation or detail for travel and ODCs is cause for invoice rejection.

(K) TASK ORDER CLOSE OUT

ACSS seeks to return excess funds remaining on travel and ODCs to the Project Officer as soon as practicable. Therefore, the ACSS PCO will utilize Quick-Closeout procedures, as outlined in FAR 42.708. Task Orders issued under this BPA will not require final DCAA approval for G&A and/or Material handling rates that may be applied to ODCs and/or travel. The contractor shall use the DCAA approved rates from the forward pricing rate agreement that is in effect during the task order period of performance. The total value of cost reimbursable CLINs, to include any applicable G&A or Material Handling rates, will be negotiated at the time of task order closeout. Additionally, in order to return remaining program funding as soon as practicable, contractor's are required to submit **FINAL** invoices no later than **90 days after task order completion** (i.e., expiration of period of performance). Invoices received after the 90-day period will be **REJECTED** and require the Contractor to submit a claim in accordance with FAR 33.2 to recover any additional costs. Upon completion of a task order, any and all excess funds may be removed by the PCO by unilateral modification to the respective task order.

(L) BPA CANCELLATION

The PCO can exercise the unilateral authority of the Government to cancel, or to not renew any BPA, or individual order, without the necessity to show cause. GSA does not get involved in this process, nor are the legalities of the general contracting process called into question. The ACSS PCO may terminate (e.g., cancel, or not renew) any individual BPA at any time by providing at least 30-days written notice to the contractor. The contractor, with the written consent of the ACSS PCO, may terminate their individual BPA upon at least 30 days written notice. Cancellation of the BPA agreement does not constitute termination of any active task order issued prior to the termination notice, however it will void any outstanding options.

(M) ORGANIZATIONAL CONFLICTS OF INTEREST AND NON-DISCLOSURE AGREEMENTS

1. The PCO and Contracting Officer's Representative (COR) will review issues of OCI prior to issuance of a draft RFQ, with the intent of making these considerations known at the time of release of the final RFQ. For 2007, each CEOss RFQ will contain a 'Limitation of Future Contracting' clause. It is the responsibility of the contractor to assess potential OCI restrictions that might emerge from their participation in a CEOss task and to make a determination as to the impact on their future business. Restrictions may be placed on contractors at the discretion of the Government should issues of OCI be confirmed. Such restrictions shall be consistent with FAR 9.505. Any OCI exemption must be identified by the Contractor prior to issuance of the FRFQ to be exempt from competition considerations. ACSS has no recourse with interpretations, or determinations made by other PCOs with respect to an OCI issue.

2. (a) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party, any information provided to the Contractor by the Government during, or as a result of, performance of any Task Order issued under this contract unless and until such person has executed a non-disclosure agreement. Data includes all data,

information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists.

(b) The Contractor agrees that it shall not discuss with, disclose, release, reproduce, or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity, unless the Contracting Officer (and any company claiming the data is proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement.

(c) The prohibitions contained in paragraphs (2)(a) and (b) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

3. The Contractor is required to receive and maintain Nondisclosure Agreements signed by all employees, utilizing the format provided in Attachment D to this BPA.

(N) PERFORMANCE MONITORING

Performance metrics will be identified with each RFQ Work Breakdown Structure (WBS) element and amplified in the Quality Assurance Surveillance Plan (QASP) for each task order. Performance will be evaluated based upon compliance with the standards in the QASP. Satisfactory compliance with stated RFQ metrics must be documented to initiate award term provisions.

(O) COMPETITION REQUIREMENTS

ACSS imposes few restrictions on the marketplace that might hinder business arrangements or contractor teaming arrangements. The only caveat is that each prime vendor is required to compete on 50% of all tasks issued in their domain throughout the year. CEOss team size averages ~13 members including the prime, although there is no actual cap, nor minimum size stipulated.

Competition requirement is not considered as a "stand-alone" measure of performance; rather, it is factored into the overall competency assessment of the firm along with technical performance scores, management of team members, revenue, and general responsiveness to ACSS direction. Throughout the year, ACSS domain sponsors and other staff will provide both formal and informal communications intended to promote business interests and to establish policy; schedule general and company specific forums to discuss Contractor performance; and generally seek to maintain a robust business environment through an "open door" policy of interaction with the Contractor community.

(P) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor, ODC's and Travel/Per Diem. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(Q) EXPIRATION DATE

This BPA will continue at the discretion of the Government through 30 September 2017 provided the prime Contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time, shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period.

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

(R) AWARD TERM AND FOLLOW-ON TASK ORDERS

CEOss task orders with a one-year duration generally include provisions for award term renewal based upon satisfactory compliance with the QASP and availability of funding. Award term provisions limit renewals to two additional years (e.g., base plus two (2) option years) predicated upon both technical performance, as well as overall management of the task order consistent with the QASP and BPA provisions. In the interest of economy or efficiency, the PCO reserves the right to issue directed, follow-on orders, for similar work requirements to any task order previously issued under this BPA. The Contractor hereby agrees that the PCO's decision to issue follow-on orders (or not to issue follow-on orders) is not grounds for protest, disputes or appeals.

(S) GOVERNMENT FURNISHED PROPERTY / INFORMATION

The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1 entitled, "Government Property" clause hereof. All Government property assigned to the individual task orders under this BPA will be managed at the BPA level and reconciled annually with the cognizant Project Officer and with the ACSS office. The Contractor is required to provide an updated/reconciled list of GFP/GFM for each active task order prior to BPA renewal. A full listing of Government Furnished Property is provided as Attachment F.

(T) POST AWARD CONFERENCE

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

(U) CONTRACTOR WEB SITE

It is a material contract requirement that each BPA holder maintain a secure website throughout the period of performance of the contract. Details of the required interface will be provided upon BPA award and will not require extraneous material resources.

(V) CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

Tecolote Research Inc.'s proposal submitted 15 August 2007, is hereby incorporated by reference into the BPA and is legally binding.

(W) ANNUAL BPA HOLDER ASSESSMENT (OPEN SEASON)

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

(X) ATTIRE

Contractor representatives working in government spaces must comply with the attire requirements applicable to the government personnel in the same work spaces. Attire during the business day is an important component in maintaining the Marine Corps reputation of professionalism.

(Y) INSURANCE

Contractor must provide proof of insurance in order to provide support that requires the operation and maintenance of government vehicles and/or equipment. Vendors without this insurance may not bid on tasks which incorporate these activities. See FAR 52.228-5. Limits are as specified in FAR 28.307-2.

(Z) BPA CLAUSES

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

(AA) PRE-PRICED OPTIONS

Tasks may include pre-priced options for additional services to be performed within the period of performance. Pricing for these options will be evaluated when determining award. Options may be exercised at the discretion of the government through unilateral modifications to the task. Notification of intent to exercise will be provided in a reasonable period prior to start of performance period.

M67854-07-A-0516

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 16		
2. CONTRACT NO. M67854-07-A-0515		3. AWARD/EFFECTIVE DATE 05-Sep-2007	4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-07-R-0515		6. SOLICITATION ISSUE DATE 17-Jul-2007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANITA M. NORRIS			b. TELEPHONE NUMBER (No Collect Calls) 703-432-3773		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 15 Aug 2007	
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 SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE ITEM 9					CODE
17a. CONTRACTOR/OFFEROR DTI ASSOCIATES, INC. WAYNE R. ROGERS 2920 S GLEBE RD STE 200 ARLINGTON VA 22206-2768 TEL. 540-644-2061		CODE 0D0S3	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	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$500,000,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</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. REF: DTIPopos15 AUG 07				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: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED 05-Sep-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)**

PAGE 2 OF 16

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

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

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

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

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

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

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

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
 Prescribed by GSA
 FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CEOSS ALA Labor Support Services FFP Federal Supply Schedule TBD FOB: Destination	475,000,000	Each	\$1.00	\$475,000,000.00 NTE
NET AMT					\$475,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP Administered as a Cost Reimbursable Line Item FOB: Destination	25,000,000	Each	\$1.00	\$25,000,000.00 NTE
NET AMT					\$25,000,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-2	Payment For Overtime Premiums	JUL 1990
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.242-15	Stop-Work Order	AUG 1989
52.244-2	Subcontracts	AUG 1998
52.245-1	Government Property	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of \$_____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (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 THE 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 thirty 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 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 THE 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 paragraph (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 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to 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 \$--

(month) (day), (year) \$---

(month) (day), (year) \$---

(month) (day), (year) \$---

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment A	Statement of Work	7	27-JUL-2007
Attachment B	DD Form 254	1	17-JUL-2007
Attachment C	GSA Schedule	1	17-JUL-2007
Attachment D	Rate/Category Template Non-Disclosure Agreement	1	17-JUL-2007
Attachment E	Invoicing Detail Template	3	17-JUL-2007
Attachment F	Government Furnished Property Listing	1	17-JUL-2007

ADDENDA

COMMERCIAL ENTERPRISE OMNIBUS SUPPORT SERVICES (CEOss) BLANKET PURCHASE AGREEMENT (BPA) for the ALA DOMAIN

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

FSS Schedule Number	Title
GS-23F-0109J	Professional Engineering Services

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between DTI Associates—A Haverstick Company and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number GS-23F-0109J and this BPA Number M67854-07-A-0515:

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

ADMINISTRATIVE DATA

Primary Point of Contact: James C. Cotter, V.P. Operations
 DTI Associates, Inc.
 (Complete Name, Title, Corporate Address) 2920 S. Glebe Road
 Arlington, VA 22206

(Electronic mail address and phone number) Email: jcotter@dtihq.com
 Phone: 703-299-1660

Alternate Point of Contact: Steve Willenbucher, Contracts Administrator
 Email: swillenbucher@dtihq.com
 Phone: 703-299-1681

Remit to Address: 2920 S. Glebe Road; Arlington, VA 22206__

What is your business size based upon your qualifying GSA Schedule: Large

Are you an SBA recognized business concern? If yes, identify your status. N/A

Enter your CAGE CODE: 0D0S3

Enter your DUNS NUMBER: 616811154

Enter your TIN: 54-1462882

(A) AUTHORITY

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (GS-23F-0109J) and FAR 8.404.

(B) DESCRIPTION OF THE REQUIREMENT

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

(C) STATEMENT OF WORK

The scope of the work to be acquired for this BPA is set forth in the SOW and its domain specific attachments provided at Attachment A of this document. Additional information relevant to MCSC technical programs and requirements is available at:

<http://www.marcorsyscom.usmc.mil/sites/acss/Download.asp>

(D) SECURITY REQUIREMENTS

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

(E) ELECTRONIC INTERFACE

The BPA holder is required to interface with ACSS via the electronic procurement portal (eP²) for all pre and post award contractual actions, including but not limited to access to RFQ documents, Questions and Answers, contractor submission of technical and price proposals, access to award and modification documents and invoice submission. Task Orders will be completed, generated, awarded and distributed using the ACSS eP² system. The media used for all submissions to eP² shall be compatible with the Microsoft Office 2000 suite or Adobe Acrobat (.pdf). The Government will provide CEOss BPA holders with eP² training.

(F) ORDERS

1. The ACSS will post all draft task order requirements to eP² for a minimum of five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. At the conclusion of this five-day period an RFQ will be provided to those vendors that have requested the final RFQ. Posting the requirement via the ACSS eP² system will ensure all aspects of FAR compliance. In addition to written responses, the ACSS office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

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

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

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

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

5. **Incidental Items and Other Direct Costs (ODC).** An incidental item can be added if the item is under the micro-purchase threshold (\$2,500). The authority for this action is FAR 13.202(a)(2) which indicates, "Micro-purchases may be awarded without soliciting competitive quotations if the contracting officer or individual appointed in accordance with 1.603-3(b) considers the price to be reasonable." Adding an incidental item valued above \$2,500 requires providing public notice and soliciting competitive quotes. As stated in the ATA Defense Industries case of June 27, 1997 - GSA's procedures satisfy the requirement of CICA since the FSS contract prices have been competitively awarded based on price negotiations and evaluations prior to award of the FSS contract. However, GSA has not negotiated or evaluated prices for products and services that are not listed in the FSS contract. Therefore, customers must purchase "incidental" open market items using appropriate competitive procedures. After a customer complies with requirement of full and open competition for the incidental item it may be placed on the delivery order for administrative convenience. Open market (non-supply schedule) items may be added to individual task orders if the items are clearly labeled as such on the order, all applicable acquisition regulations have been followed, and the ACSS Contracting Officer has determined price reasonableness for the open market items prior to purchase. ODCs of a non-recurring nature MUST be approved by the Contracting Officer prior to cost incurrence. Open Market items included as ODCs on individual Task Orders are not subject to the GSA Industrial Funding Fee (IFF). The Contracting Officer may request the advice and assistance of other experts, including the Defense Contract Audit Agency (DCAA) to ensure that an appropriate cost analysis is performed. If sufficient information is not available to determine price reasonableness, and the value of the incidental items/ODCs exceeds \$550,000, cost or pricing data may be obtained in accordance with FAR 15.403-4. Incidental Items/ODCs may be placed on the task order using Cost Reimbursement type CLINs. The Government will not reimburse facilitization costs (e.g., Blackberry's, cell phones and service fees, laptops, etc.) provided to Contractor personnel to perform task requirements. These items of equipment are expected to be covered by the Contractor's overhead and G&A rates. Specific exceptions identified by the Government task sponsor, where such communication is deemed critical to task performance, will be identified in the RFQ. Additionally, qualifications for labor categories negotiated between the Contractor and GSA, will not be waived, nor will the Government pay for training required to attain, or maintain skill levels of Contractor personnel. Such training is considered an incumbent Contractor responsibility to ensure qualifications of their workforce remain viable, and shall not be billed as an ODC, or other charge under this BPA.

6. Notification of ODC Funding Limits. The Contractor shall ensure your Project Managers' notify both corporate management and ACSS when 75% of the cost-reimbursable CLIN ceiling is met. At 85% of cost, acknowledge that you will take necessary actions to "stop work" and cease incurring costs.

7. G&A AND MATERIAL HANDLING ON ODCs. The teaming arrangements allowed under CEOss permit autonomous management of administrative matters at the subcontractor level. Based upon the guidance FAR 31.201-6 (CAS 405), any ODC/travel costs incurred at the subcontractor level and burdened with their G&A cannot be burdened a second time with prime contractor G&A. Billings for travel and other charges submitted to the prime contractor are limited to only Material Handling burdens. No fee may be applied to any travel or ODC items.

Unique ODCs (e.g., those that require special ACSS review and approval) will also have a determination of burden included in the authorization disposition

8. All travel shall be conducted in accordance with FAR 31.205-46, executed at the direction of the Project Officer (PO). Unauthorized travel, or travel not coordinated with the PO shall not be reimbursed. Costs shall be allowable only if the following information is documented: (i) Date and place (city, town, or other similar designation) of the expenses; (ii) Purpose of the trip; and (iii) Name of person on trip and that person's title or relationship to the contractor.

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

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

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

12. Incremental Funding. FFP task orders may be incrementally funded based upon the exception at DFARS 232.703-1 (1) (ii), which applies to CEOss task orders. The MCSC Assistant Commander, Financial Management (AC/FM) has been delegated administrative responsibilities for PMC and R&D, while HQMC retains O&M authority. Funds management at the Command level, particularly with R&D, is predicated upon expenditure rates. O&M is released quarterly through HQMC R&P, therefore, our task orders are structured accordingly. While PMC funds are generally available in sufficient quantity to fully fund CEOss tasks upon award, we reserve the right to treat the appropriation based upon AC/FM allocation to the program sponsors.

(G) SUBCONTRACTING AND TEAMING RELATIONSHIPS

Subcontracting and Contractor Team arrangements by FSS contractors are encouraged to ensure mission success, however, proposed arrangements with non-schedule subcontractors or non-team members must be clearly identified in proposals to the Government. Use of non-team members under CEOss task orders is DISCOURAGED, unless provisions of the task order expressly warrant unconventional technical skills. Use of ODC labor will be limited to 5% of the total labor charges. Identification of such ODC labor charges must include the scope of the work to be performed, as well as the method of inclusion (i.e. labor category and rates or other direct cost (ODC)). If a task order is awarded to a Contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, in the absence of a competitive procurement, the PCO will be required to determine the price reasonableness of the subcontractors proposed rates to validate pricing. Non-schedule or non-team member subcontractors proposed as an ODC may only be burdened with General and Administrative (G&A) overhead. The following table represents possible Teaming Arrangements and methods to subcontract using the CEOss BPA:

Subcontracting / Teaming Arrangements		
If...	Then...	And...
Two Contractors have GSA Schedules	You can have a Contractor Team Arrangement.	One Prime Contractor will be designated as the Contractor Team Leader (Prime BPA holder).
A team member has a GSA Schedule	The Prime Contractor can propose the team member using the team member's GSA rates OR the Prime Contractor can map the team member into it's own GSA rates.	May not add additional fee to the team member's rates above the Prime's schedule rates. Any discount passed to the Prime by the team member can be retained by the Prime or passed in whole or in part to the Government.
A team member doesn't have a GSA Schedule	The Prime Contractor can map the Subcontractor into it's own GSA rates OR The Prime Contractor can propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Follow the procedures outlined above
All Non-team members	The Prime Contractor must propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Non-team member labor may be burdened only with General & Administrative (G&A) charges.

Contractors may only receive a prime BPA award under one (1) of the four (4) domains. Wholly-owned subsidiaries with their own GSA schedule will be treated as separate contractors, but may not hold primes in the same domain as their sister/parent company. However, Contractors are permitted to team with any number of vendors in all of the domains. For example, if a Contractor receives a prime BPA award under the domain of Engineering and Scientific, they are allowed to be a team member within any of the domains. Additionally, the contractor may participate on as many teams within each of the domains as they can accommodate.

(H) LABOR CATEGORIES AND ACCOMPANYING RATES

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

(I) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the ordering office (otherwise the Government) to solicit or issue a task order. BPAs are not contracts, they are a mutual agreements between the contractor and the MCSC. The BPA is issued as an unfunded agreement describing the terms

and conditions relevant to its use. The BPA specifies the scope, estimated value, duration, GSA schedule numbers, authorized ordering offices, invoicing or billing procedures, terms and conditions, discount terms, and types of orders to be placed under the BPA. The ACSS team will annually review each CEOss BPA for currency of content and make necessary updates in response to changes in market and regulatory conditions, and other pertinent factors affecting business arrangements. This will also include modifying existing arrangements, or canceling BPAs with suppliers who do not receive task orders, illustrate a pattern of poor competition, or fail to adhere to CEOss performance standards. It is the unilateral right of the government to assess performance and to consider multiple factors (e.g., technical performance, management efficiency, responsiveness, business integrity, competitiveness, etc.) when determining whether to renew a BPA. Each year, as an element of the renewal process, ACSS will request a Letter of Intent (LOI) from incumbent contractors addressing planned team changes, accounting practices, and acknowledging which GSA schedule option they will be operating under. This precedes any changes to their actual BPA proposal, codifying the intent of the LOI and expediting the renewal process for all parties. Additionally, each year, contractors will be required to send in a certification of G&A and M&H rates and the associated basis for application. The ordering office reserves the rights to issue no solicitations, and no task order awards under this BPA.

(J) INVOICING / BILLING PROCEDURES

(a) WAWF and eP². In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 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 BPA, 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 Gomez who can be reached on 703-432-3793. Additionally, all invoices shall be uploaded to eP² at <https://www.ep2.mcsc.usmc.mil/> with e-mail notification to kristin.gomez.ctr@usmc.mil. Questions regarding invoices can be directed to Kristin Gomez at (703) 432-3793.

(b) Invoice Content and Supporting Documentation. In accordance with paragraph (g) of FAR Clause 52.212-4 – Contract Terms and Conditions – Commercial Items, invoices are required to contain the following information: Invoice Date and Number, BPA Number, Task Order Number, CLINs and SubCLINs and amounts. Any G&A applied to ODCs must be clearly identified.

Additionally, all travel and ODCs shall be reasonably supported with appropriate backing documentation/explanation, such that individual charges or aggregate charges can be identified. Spot audits may be performed at the discretion of ACSS. Use the template provided as Attachment E when preparing invoices. Insufficient supporting documentation or detail for travel and ODCs is cause for invoice rejection.

(K) TASK ORDER CLOSE OUT

ACSS seeks to return excess funds remaining on travel and ODCs to the Project Officer as soon as practicable. Therefore, the ACSS PCO will utilize Quick-Closeout procedures, as

outlined in FAR 42.708. Task Orders issued under this BPA will not require final DCAA approval for G&A and/or Material handling rates that may be applied to ODCs and/or travel. The contractor shall use the DCAA approved rates from the forward pricing rate agreement that is in effect during the task order period of performance. The total value of cost reimbursable CLINs, to include any applicable G&A or Material Handling rates, will be negotiated at the time of task order closeout. Additionally, in order to return remaining program funding as soon as practicable, contractor's are required to submit **FINAL** invoices no later than **90 days after task order completion** (i.e., expiration of period of performance). Invoices received after the 90-day period will be REJECTED and require the Contractor to submit a claim in accordance with FAR 33.2 to recover any additional costs. Upon completion of a task order, any and all excess funds may be removed by the PCO by unilateral modification to the respective task order.

(L) BPA CANCELLATION

The PCO can exercise the unilateral authority of the Government to cancel, or to not renew any BPA, or individual order, without the necessity to show cause. GSA does not get involved in this process, nor are the legalities of the general contracting process called into question. The ACSS PCO may terminate (e.g., cancel, or not renew) any individual BPA at any time by providing at least 30-days written notice to the contractor. The contractor, with the written consent of the ACSS PCO, may terminate their individual BPA upon at least 30 days written notice. Cancellation of the BPA agreement does not constitute termination of any active task order issued prior to the termination notice, however it will void any outstanding options.

(M) ORGANIZATIONAL CONFLICTS OF INTEREST AND NON-DISCLOSURE AGREEMENTS

1. The PCO and Contracting Officer's Representative (COR) will review issues of OCI prior to issuance of a draft RFQ, with the intent of making these considerations known at the time of release of the final RFQ. For 2007, each CEOss RFQ will contain a 'Limitation of Future Contracting' clause. It is the responsibility of the contractor to assess potential OCI restrictions that might emerge from their participation in a CEOss task and to make a determination as to the impact on their future business. Restrictions may be placed on contractors at the discretion of the Government should issues of OCI be confirmed. Such restrictions shall be consistent with FAR 9.505. Any OCI exemption must be identified by the Contractor prior to issuance of the FRFQ to be exempt from competition considerations. ACSS has no recourse with interpretations, or determinations made by other PCOs with respect to an OCI issue.

2. (a) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party, any information provided to the Contractor by the Government during, or as a result of, performance of any Task Order issued under this contract unless and until such person has executed a non-disclosure agreement. Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists.

(b) The Contractor agrees that it shall not discuss with, disclose, release, reproduce, or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity, unless the Contracting Officer (and any company claiming the data is

proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement.

(c) The prohibitions contained in paragraphs (2)(a) and (b) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

3. The Contractor is required to receive and maintain Nondisclosure Agreements signed by all employees, utilizing the format provided in Attachment D to this BPA.

(N) PERFORMANCE MONITORING

Performance metrics will be identified with each RFQ Work Breakdown Structure (WBS) element and amplified in the Quality Assurance Surveillance Plan (QASP) for each task order. Performance will be evaluated based upon compliance with the standards in the QASP. Satisfactory compliance with stated RFQ metrics must be documented to initiate award term provisions.

(O) COMPETITION REQUIREMENTS

ACSS imposes few restrictions on the marketplace that might hinder business arrangements or contractor teaming arrangements. The only caveat is that each prime vendor is required to compete on 50% of all tasks issued in their domain throughout the year. CEOss team size averages ~13 members including the prime, although there is no actual cap, nor minimum size stipulated.

Competition requirement is not considered as a "stand-alone" measure of performance; rather, it is factored into the overall competency assessment of the firm along with technical performance scores, management of team members, revenue, and general responsiveness to ACSS direction. Throughout the year, ACSS domain sponsors and other staff will provide both formal and informal communications intended to promote business interests and to establish policy; schedule general and company specific forums to discuss Contractor performance; and generally seek to maintain a robust business environment through an "open door" policy of interaction with the Contractor community.

(P) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor, ODC's and Travel/Per Diem. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(Q) EXPIRATION DATE

This BPA will continue at the discretion of the Government through 30 September 2017 provided the prime Contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time, shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period.

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

(R) AWARD TERM AND FOLLOW-ON TASK ORDERS

CEOss task orders with a one-year duration generally include provisions for award term renewal based upon satisfactory compliance with the QASP and availability of funding. Award term provisions limit renewals to two additional years (e.g., base plus two (2) option years) predicated upon both technical performance, as well as overall management of the task order consistent with the QASP and BPA provisions. In the interest of economy or efficiency, the PCO reserves the right to issue directed, follow-on orders, for similar work requirements to any task order previously issued under this BPA. The Contractor hereby agrees that the PCO's decision to issue follow-on orders (or not to issue follow-on orders) is not grounds for protest, disputes or appeals.

(S) GOVERNMENT FURNISHED PROPERTY / INFORMATION

The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1 entitled, "Government Property" clause hereof. All Government property assigned to the individual task orders under this BPA will be managed at the BPA level and reconciled annually with the cognizant Project Officer and with the ACSS office. The Contractor is required to provide an updated/reconciled list of GFP/GFM for each active task order prior to BPA renewal. A full listing of Government Furnished Property is provided as Attachment F.

(T) POST AWARD CONFERENCE

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

(U) CONTRACTOR WEB SITE

It is a material contract requirement that each BPA holder maintain a secure website throughout the period of performance of the contract. Details of the required interface will be provided upon BPA award and will not require extraneous material resources.

(V) CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

DTI Associates's proposal submitted 15 August 2007, is hereby incorporated by reference into the BPA and is legally binding.

(W) ANNUAL BPA HOLDER ASSESSMENT (OPEN SEASON)

The Government reserves the right to review BPAs annually to determine whether it would be appropriate to reissue a solicitation for the purpose of adding additional BPA holders. At the end each year of performance, the ACSS will assess the quality of performance by each BPA holder and determine if it is in the best interests of the Government to continue with the BPA

relationship. If it is in the best interest of the Government, the PCO may announce a new competition to add additional BPA holders. Since long-term business partnering is encouraged, current Prime BPA holders will not be eligible to compete for these contracts. Team members are eligible to compete for these contracts.

(X) ATTIRE

Contractor representatives working in government spaces must comply with the attire requirements applicable to the government personnel in the same work spaces. Attire during the business day is an important component in maintaining the Marine Corps reputation of professionalism.

(Y) INSURANCE

Contractor must provide proof of insurance in order to provide support that requires the operation and maintenance of government vehicles and/or equipment. Vendors without this insurance may not bid on tasks which incorporate these activities. See FAR 52.228-5. Limits are as specified in FAR 28.307-2.

(Z) BPA CLAUSES

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

(AA) PRE-PRICED OPTIONS

Tasks may include pre-priced options for additional services to be performed within the period of performance. Pricing for these options will be evaluated when determining award. Options may be exercised at the discretion of the government through unilateral modifications to the task. Notification of intent to exercise will be provided in a reasonable period prior to start of performance period.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 16		
2. CONTRACT NO. M67854-07-A-0529		3. AWARD/EFFECTIVE DATE 05-Sep-2007	4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-07-R-0515		6. SOLICITATION ISSUE DATE 17-Jul-2007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANITA M. NORRIS			b. TELEPHONE NUMBER (No Collect Calls) 703-432-3773		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 15 Aug 2007	
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) <input type="checkbox"/> 13b. RATING		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE ITEM 9					CODE
17a. CONTRACTOR/OFFEROR PROFESSIONAL SOLUTIONS LLC MICHAEL DEAN 4809 B EISENHOWER AVE ALEXANDRIA VA 22304-4832 TEL: 703-823-2696		CODE 1XJ56	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	
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$500,000,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> 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. <small>REF: ProfSolProposalof8/15/07</small>				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: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
			<i>Anita M. Norris</i>			10-Sep-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)				PAGE 2 OF 16	
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	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CEOSS ALA Labor Support Services FFP Federal Supply Schedule TBD FOB: Destination	475,000,000	Each	\$1.00	\$475,000,000.00 NTE
NET AMT					\$475,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP Administered as a Cost Reimbursable Line Item FOB: Destination	25,000,000	Each	\$1.00	\$25,000,000.00 NTE
NET AMT					\$25,000,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.222-2	Payment For Overtime Premiums	JUL 1990
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.242-15	Stop-Work Order	AUG 1989
52.244-2	Subcontracts	AUG 1998
52.245-1	Government Property	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of \$_____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (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 THE 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 thirty 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 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 THE 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 paragraph (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 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to 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 \$--

(month) (day), (year) \$---

(month) (day), (year) \$---

(month) (day), (year) \$----
(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment A	Statement of Work	7	27-JUL-2007
Attachment B	DD Form 254	1	17-JUL-2007
Attachment C	GSA Schedule	1	17-JUL-2007
Attachment D	Rate/Category Template Non-Disclosure Agreement	1	17-JUL-2007
Attachment E	Invoicing Detail Template 3		17-JUL-2007
Attachment F	Government Furnished Property Listing		17-JUL-2007

ADDENDA

**COMMERCIAL ENTERPRISE OMNIBUS SUPPORT SERVICES (CEOss)
BLANKET PURCHASE AGREEMENT (BPA) for the
ALA DOMAIN**

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

FSS Schedule Number	Title
GS-10F-0119P	MOBIS

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between Professional Solutions LLC and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number GS-10F-0119P and this BPA Number M67854-07-A-0529:

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

ADMINISTRATIVE DATA

Primary Point of Contact: Teri Smith

 Contracts Manager

 (Complete Name, Title, Corporate Address)

 4807B Eisenhower Ave

 Alexandria VA 22304

(Electronic mail address and phone number) Tsmith@ProSol1.com

 (703) 823-2696

Alternate Point of Contact: LuAnn Dean

 Ldean@ProSol1.com

 (703) 823-2696

Remit to Address: Professional Solutions LLC; 4807 B Eisenhower Avenue; Alexandria, VA
 22304

What is your business size based upon your qualifying GSA Schedule:

Small

Are you an SBA recognized business concern? If yes, identify your status.

Service Disabled Veteran Owned SB

Enter your CAGE CODE:

1XJ56

Enter your DUNS NUMBER:

103524463

Enter your TIN:

71-0866205

(A) AUTHORITY

This BPA for Advisory and Assistance Services (A&AS) is entered into pursuant to the terms of the BPA holder's FSS contract number (GS-10F-0119P) and FAR 8.404.

(B) DESCRIPTION OF THE REQUIREMENT

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

(C) STATEMENT OF WORK

The scope of the work to be acquired for this BPA is set forth in the SOW and its domain specific attachments provided at Attachment A of this document. Additional information relevant to MCSC technical programs and requirements is available at:

<http://www.marcorsyscom.usmc.mil/sites/acss/Download.asp>

(D) SECURITY REQUIREMENTS

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

(E) ELECTRONIC INTERFACE

The BPA holder is required to interface with ACSS via the electronic procurement portal (eP²) for all pre and post award contractual actions, including but not limited to access to RFQ documents, Questions and Answers, contractor submission of technical and price proposals, access to award and modification documents and invoice submission. Task Orders will be completed, generated, awarded and distributed using the ACSS eP² system. The media used for all submissions to eP² shall be compatible with the Microsoft Office 2000 suite or Adobe Acrobat (.pdf). The Government will provide CEOss BPA holders with eP² training.

(F) ORDERS

1. The ACSS will post all draft task order requirements to eP² for a minimum of five days to promote a fair opportunity for consideration. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. At the conclusion of this five-day period an RFQ will be provided to those vendors that have requested the final RFQ. Posting the requirement via the ACSS eP² system will ensure all aspects of FAR compliance. In addition to written responses, the ACSS office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

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

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

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

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

5. Incidental Items and Other Direct Costs (ODC). An incidental item can be added if the item is under the micro-purchase threshold (\$2,500). The authority for this action is FAR 13.202(a)(2) which indicates, "Micro-purchases may be awarded without soliciting competitive quotations if the contracting officer or individual appointed in accordance with 1.603-3(b) considers the price to be reasonable." Adding an incidental item valued above \$2,500 requires providing public notice and soliciting competitive quotes. As stated in the ATA Defense Industries case of June 27, 1997 - GSA's procedures satisfy the requirement of CICA since the FSS contract prices have been competitively awarded based on price negotiations and evaluations prior to award of the FSS contract. However, GSA has not negotiated or evaluated prices for products and services that are not listed in the FSS contract. Therefore, customers must purchase "incidental" open market items using appropriate competitive procedures. After a customer complies with requirement of full and open competition for the incidental item it may be placed on the delivery order for administrative convenience. Open market (non-supply schedule) items may be added to individual task orders if the items are clearly labeled as such on the order, all applicable acquisition regulations have been followed, and the ACSS Contracting Officer has determined price reasonableness for the open market items prior to purchase. ODCs of a non-recurring nature MUST be approved by the Contracting Officer prior to cost incurrence. Open Market items included as ODCs on individual Task Orders are not subject to the GSA Industrial Funding Fee (IFF). The Contracting Officer may request the advice and assistance of other experts, including the Defense Contract Audit Agency (DCAA) to ensure that an appropriate cost analysis is performed. If sufficient information is not available to determine price reasonableness, and the value of the incidental items/ODCs exceeds \$550,000, cost or pricing data may be obtained in accordance with FAR 15.403-4. Incidental Items/ODCs may be placed on the task order using Cost Reimbursement type CLINs. The Government will not reimburse facilitization costs (e.g., Blackberry's, cell phones and service fees, laptops, etc.) provided to Contractor personnel to perform task requirements. These items of equipment are expected to be covered by the Contractor's overhead and G&A rates. Specific exceptions identified by the Government task sponsor, where such communication is deemed critical to task performance, will be identified in the RFQ. Additionally, qualifications for labor categories negotiated between the Contractor and GSA, will not be waived, nor will the Government pay for training required to attain, or maintain skill levels of Contractor personnel. Such training is considered an incumbent Contractor responsibility to ensure qualifications of their workforce remain viable, and shall not be billed as an ODC, or other charge under this BPA.

6. Notification of ODC Funding Limits. The Contractor shall ensure your Project Managers' notify both corporate management and ACSS when 75% of the cost-reimbursable CLIN ceiling is met. At 85% of cost, acknowledge that you will take necessary actions to "stop work" and cease incurring costs.

7. G&A AND MATERIAL HANDLING ON ODCs. The teaming arrangements allowed under CEOss permit autonomous management of administrative matters at the subcontractor level. Based upon the guidance FAR 31.201-6 (CAS 405), any ODC/travel costs incurred at the subcontractor level and burdened with their G&A cannot be burdened a second time with prime contractor G&A. Billings for travel and other charges submitted to the prime contractor are limited to only Material Handling burdens. No fee may be applied to any travel or ODC items.

Unique ODCs (e.g., those that require special ACSS review and approval) will also have a determination of burden included in the authorization disposition

8. All travel shall be conducted in accordance with FAR 31.205-46, executed at the direction of the Project Officer (PO). Unauthorized travel, or travel not coordinated with the PO shall not be reimbursed. Costs shall be allowable only if the following information is documented: (i) Date and place (city, town, or other similar designation) of the expenses; (ii) Purpose of the trip; and (iii) Name of person on trip and that person's title or relationship to the contractor.

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

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

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

12. Incremental Funding. FFP task orders may be incrementally funded based upon the exception at DFARS 232.703-1 (1) (ii), which applies to CEOss task orders. The MCSC Assistant Commander, Financial Management (AC/FM) has been delegated administrative responsibilities for PMC and R&D, while HQMC retains O&M authority. Funds management at the Command level, particularly with R&D, is predicated upon expenditure rates. O&M is released quarterly through HQMC R&P, therefore, our task orders are structured accordingly. While PMC funds are generally available in sufficient quantity to fully fund CEOss tasks upon award, we reserve the right to treat the appropriation based upon AC/FM allocation to the program sponsors.

(G) SUBCONTRACTING AND TEAMING RELATIONSHIPS

Subcontracting and Contractor Team arrangements by FSS contractors are encouraged to ensure mission success, however, proposed arrangements with non-schedule subcontractors or non-team members must be clearly identified in proposals to the Government. Use of non-team members under CEOss task orders is DISCOURAGED, unless provisions of the task order expressly warrant unconventional technical skills. Use of ODC labor will be limited to 5% of the total labor charges. Identification of such ODC labor charges must include the scope of the work to be performed, as well as the method of inclusion (i.e. labor category and rates or other direct cost (ODC)). If a task order is awarded to a Contractor who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). However, in the absence of a competitive procurement, the PCO will be required to determine the price reasonableness of the subcontractors proposed rates to validate pricing. Non-schedule or non-team member subcontractors proposed as an ODC may only be burdened with General and Administrative (G&A) overhead. The following table represents possible Teaming Arrangements and methods to subcontract using the CEOss BPA:

Subcontracting / Teaming Arrangements		
If...	Then...	And...
Two Contractors have GSA Schedules	You can have a Contractor Team Arrangement.	One Prime Contractor will be designated as the Contractor Team Leader (Prime BPA holder).
A team member has a GSA Schedule	The Prime Contractor can propose the team member using the team member's GSA rates OR the Prime Contractor can map the team member into it's own GSA rates.	May not add additional fee to the team member's rates above the Prime's schedule rates. Any discount passed to the Prime by the team member can be retained by the Prime or passed in whole or in part to the Government.
A team member doesn't have a GSA Schedule	The Prime Contractor can map the Subcontractor into it's own GSA rates OR The Prime Contractor can propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Follow the procedures outlined above
All Non-team members	The Prime Contractor must propose the Subcontractor as an ODC (subject to PCO approval <u>prior</u> to proposing).	Non-team member labor may be burdened only with General & Administrative (G&A) charges.

Contractors may only receive a prime BPA award under one (1) of the four (4) domains. Wholly-owned subsidiaries with their own GSA schedule will be treated as separate contractors, but may not hold primes in the same domain as their sister/parent company. However, Contractors are permitted to team with any number of vendors in all of the domains. For example, if a Contractor receives a prime BPA award under the domain of Engineering and Scientific, they are allowed to be a team member within any of the domains. Additionally, the contractor may participate on as many teams within each of the domains as they can accommodate.

(H) LABOR CATEGORIES AND ACCOMPANYING RATES

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

(I) RIGHTS / GUARANTEES

This BPA is issued with the understanding that it constitutes an agreement to effect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the ordering office (otherwise the Government) to solicit or issue a task order. BPAs are not contracts, they are a mutual agreements between the contractor and the MCSC. The BPA is issued as an unfunded agreement describing the terms

and conditions relevant to its use. The BPA specifies the scope, estimated value, duration, GSA schedule numbers, authorized ordering offices, invoicing or billing procedures, terms and conditions, discount terms, and types of orders to be placed under the BPA. The ACSS team will annually review each CEOss BPA for currency of content and make necessary updates in response to changes in market and regulatory conditions, and other pertinent factors affecting business arrangements. This will also include modifying existing arrangements, or canceling BPAs with suppliers who do not receive task orders, illustrate a pattern of poor competition, or fail to adhere to CEOss performance standards. It is the unilateral right of the government to assess performance and to consider multiple factors (e.g., technical performance, management efficiency, responsiveness, business integrity, competitiveness, etc.) when determining whether to renew a BPA. Each year, as an element of the renewal process, ACSS will request a Letter of Intent (LOI) from incumbent contractors addressing planned team changes, accounting practices, and acknowledging which GSA schedule option they will be operating under. This precedes any changes to their actual BPA proposal, codifying the intent of the LOI and expediting the renewal process for all parties. Additionally, each year, contractors will be required to send in a certification of G&A and M&H rates and the associated basis for application. The ordering office reserves the rights to issue no solicitations, and no task order awards under this BPA.

(J) INVOICING / BILLING PROCEDURES

(a) WAWF and eP². In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 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 BPA, 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 Gomez who can be reached on 703-432-3793. Additionally, all invoices shall be uploaded to eP² at <https://www.ep2.mcsc.usmc.mil/> with e-mail notification to kristin.gomez.ctr@usmc.mil. Questions regarding invoices can be directed to Kristin Gomez at (703) 432-3793.

(b) Invoice Content and Supporting Documentation. In accordance with paragraph (g) of FAR Clause 52.212-4 – Contract Terms and Conditions – Commercial Items, invoices are required to contain the following information: Invoice Date and Number, BPA Number, Task Order Number, CLINs and SubCLINs and amounts. Any G&A applied to ODCs must be clearly identified.

Additionally, all travel and ODCs shall be reasonably supported with appropriate backing documentation/explanation, such that individual charges or aggregate charges can be identified. Spot audits may be performed at the discretion of ACSS. Use the template provided as Attachment E when preparing invoices. Insufficient supporting documentation or detail for travel and ODCs is cause for invoice rejection.

(K) TASK ORDER CLOSE OUT

ACSS seeks to return excess funds remaining on travel and ODCs to the Project Officer as soon as practicable. Therefore, the ACSS PCO will utilize Quick-Closeout procedures, as

outlined in FAR 42.708. Task Orders issued under this BPA will not require final DCAA approval for G&A and/or Material handling rates that may be applied to ODCs and/or travel. The contractor shall use the DCAA approved rates from the forward pricing rate agreement that is in effect during the task order period of performance. The total value of cost reimbursable CLINs, to include any applicable G&A or Material Handling rates, will be negotiated at the time of task order closeout. Additionally, in order to return remaining program funding as soon as practicable, contractor's are required to submit **FINAL** invoices no later than **90 days after task order completion** (i.e., expiration of period of performance). Invoices received after the 90-day period will be REJECTED and require the Contractor to submit a claim in accordance with FAR 33.2 to recover any additional costs. Upon completion of a task order, any and all excess funds may be removed by the PCO by unilateral modification to the respective task order.

(L) BPA CANCELLATION

The PCO can exercise the unilateral authority of the Government to cancel, or to not renew any BPA, or individual order, without the necessity to show cause. GSA does not get involved in this process, nor are the legalities of the general contracting process called into question. The ACSS PCO may terminate (e.g., cancel, or not renew) any individual BPA at any time by providing at least 30-days written notice to the contractor. The contractor, with the written consent of the ACSS PCO, may terminate their individual BPA upon at least 30 days written notice. Cancellation of the BPA agreement does not constitute termination of any active task order issued prior to the termination notice, however it will void any outstanding options.

(M) ORGANIZATIONAL CONFLICTS OF INTEREST AND NON-DISCLOSURE AGREEMENTS

1. The PCO and Contracting Officer's Representative (COR) will review issues of OCI prior to issuance of a draft RFQ, with the intent of making these considerations known at the time of release of the final RFQ. For 2007, each CEOss RFQ will contain a 'Limitation of Future Contracting' clause. It is the responsibility of the contractor to assess potential OCI restrictions that might emerge from their participation in a CEOss task and to make a determination as to the impact on their future business. Restrictions may be placed on contractors at the discretion of the Government should issues of OCI be confirmed. Such restrictions shall be consistent with FAR 9.505. Any OCI exemption must be identified by the Contractor prior to issuance of the FRFQ to be exempt from competition considerations. ACSS has no recourse with interpretations, or determinations made by other PCOs with respect to an OCI issue.

2. (a) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party, any information provided to the Contractor by the Government during, or as a result of, performance of any Task Order issued under this contract unless and until such person has executed a non-disclosure agreement. Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists.

(b) The Contractor agrees that it shall not discuss with, disclose, release, reproduce, or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity, unless the Contracting Officer (and any company claiming the data is

proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement.

(c) The prohibitions contained in paragraphs (2)(a) and (b) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

3. The Contractor is required to receive and maintain Nondisclosure Agreements signed by all employees, utilizing the format provided in Attachment D to this BPA.

(N) PERFORMANCE MONITORING

Performance metrics will be identified with each RFQ Work Breakdown Structure (WBS) element and amplified in the Quality Assurance Surveillance Plan (QASP) for each task order. Performance will be evaluated based upon compliance with the standards in the QASP. Satisfactory compliance with stated RFQ metrics must be documented to initiate award term provisions.

(O) COMPETITION REQUIREMENTS

ACSS imposes few restrictions on the marketplace that might hinder business arrangements or contractor teaming arrangements. The only caveat is that each prime vendor is required to compete on 50% of all tasks issued in their domain throughout the year. CEOss team size averages ~13 members including the prime, although there is no actual cap, nor minimum size stipulated.

Competition requirement is not considered as a "stand-alone" measure of performance; rather, it is factored into the overall competency assessment of the firm along with technical performance scores, management of team members, revenue, and general responsiveness to ACSS direction. Throughout the year, ACSS domain sponsors and other staff will provide both formal and informal communications intended to promote business interests and to establish policy; schedule general and company specific forums to discuss Contractor performance; and generally seek to maintain a robust business environment through an "open door" policy of interaction with the Contractor community.

(P) ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual task orders placed under this agreement. All task orders will individually cite funding for Labor, ODC's and Travel/Per Diem. All documents submitted for payment shall reference the accounting and appropriation data set forth in the orders.

(Q) EXPIRATION DATE

This BPA will continue at the discretion of the Government through 30 September 2017 provided the prime Contractor maintains a current GSA schedule that has been identified under the applicable domain. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time, shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period.

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

(R) AWARD TERM AND FOLLOW-ON TASK ORDERS

CEOss task orders with a one-year duration generally include provisions for award term renewal based upon satisfactory compliance with the QASP and availability of funding. Award term provisions limit renewals to two additional years (e.g., base plus two (2) option years) predicated upon both technical performance, as well as overall management of the task order consistent with the QASP and BPA provisions. In the interest of economy or efficiency, the PCO reserves the right to issue directed, follow-on orders, for similar work requirements to any task order previously issued under this BPA. The Contractor hereby agrees that the PCO's decision to issue follow-on orders (or not to issue follow-on orders) is not grounds for protest, disputes or appeals.

(S) GOVERNMENT FURNISHED PROPERTY / INFORMATION

The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1 entitled, "Government Property" clause hereof. All Government property assigned to the individual task orders under this BPA will be managed at the BPA level and reconciled annually with the cognizant Project Officer and with the ACSS office. The Contractor is required to provide an updated/reconciled list of GFP/GFM for each active task order prior to BPA renewal. A full listing of Government Furnished Property is provided as Attachment F.

(T) POST AWARD CONFERENCE

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

(U) CONTRACTOR WEB SITE

It is a material contract requirement that each BPA holder maintain a secure website throughout the period of performance of the contract. Details of the required interface will be provided upon BPA award and will not require extraneous material resources.

(V) CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

Professional Solutions LLC's proposal submitted 15 August 2007, is hereby incorporated by reference into the BPA and is legally binding.

(W) ANNUAL BPA HOLDER ASSESSMENT (OPEN SEASON)

The Government reserves the right to review BPAs annually to determine whether it would be appropriate to reissue a solicitation for the purpose of adding additional BPA holders. At the end each year of performance, the ACSS will assess the quality of performance by each BPA holder and determine if it is in the best interests of the Government to continue with the BPA

relationship. If it is in the best interest of the Government, the PCO may announce a new competition to add additional BPA holders. Since long-term business partnering is encouraged, current Prime BPA holders will not be eligible to compete for these contracts. Team members are eligible to compete for these contracts.

(X) ATTIRE

Contractor representatives working in government spaces must comply with the attire requirements applicable to the government personnel in the same work spaces. Attire during the business day is an important component in maintaining the Marine Corps reputation of professionalism.

(Y) INSURANCE

Contractor must provide proof of insurance in order to provide support that requires the operation and maintenance of government vehicles and/or equipment. Vendors without this insurance may not bid on tasks which incorporate these activities. See FAR 52.228-5. Limits are as specified in FAR 28.307-2.

(Z) BPA CLAUSES

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

(AA) PRE-PRICED OPTIONS

Tasks may include pre-priced options for additional services to be performed within the period of performance. Pricing for these options will be evaluated when determining award. Options may be exercised at the discretion of the government through unilateral modifications to the task. Notification of intent to exercise will be provided in a reasonable period prior to start of performance period.

ATTACHMENT A
DESCRIPTION / STATEMENT OF WORK

INTRODUCTION

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

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

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

REQUIREMENTS

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

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

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

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

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

MANAGEMENT AND ADMINISTRATION. The Contractor shall provide the necessary resources and infrastructure to manage and administer any resulting BPA and all subsequent task orders. The selection of teaming partners, subcontractors, facilities, and other business considerations is discretionary on the part of the Contractor. Participating prime Contractors are required to establish a web site in accordance with CEOSS electronic procurement guidelines and to maintain that web site throughout their duration of participation. The primary method for soliciting and awarding task orders shall be through the ACSS Electronic Procurement Portal (eP²). Training will be provided to prime Contractor personnel responsible for maintaining this capability. Labor and equipment costs associated with the eP² capability will not be reimbursed as direct charges.

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

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

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

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

GOVERNMENT RESPONSIBILITIES. Within each PGD, or at the appropriate task order level, a designated Government technical lead (i.e., Project Officer) will be assigned. This individual may have cognizance over single or multiple tasks, and execute responsibilities related to technical oversight of performance, deliverable acceptance, invoice certification, and coordination of follow-on work efforts. The ACSS PCO will interface with Prime Contractor representatives for payment and administration. The ACSS office will coordinate contractual issues related to prime Contractor performance relative to the CEOss effort. Contractors are responsible for maintaining their GSA schedules and providing updates to changes in prices, composition of labor, scope, or other matters that affect CEOss performance within 10-days of the action.

EXECUTION

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

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

Attachment 1

Engineering and Scientific Domain

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

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

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

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

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

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

Attachment 2
Specialty Engineering Domain

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

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

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

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

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

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

Attachment 3

Business and Analytical Domain

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

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

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

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

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

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

Attachment 4

Acquisition, Logistics and Administration Domain

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

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

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

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

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

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