SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
M67854-08-A-0501	04-Sep-2008		M67854-08-R-0501	10-Jul-2008

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	VICKI L. WHITEMAN	703-432-3773	02:30 PM 12 Aug 2008

9. ISSUED BY CODE M67854

MARCORSYSCOM
2200 LESTER STREET
QUANTICO VA 22134-6050

TEL: 703-432-3773
FAX: 703-432-3534

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SB
[ ] HUBZONE SB
[ ] 8(A)
[ ] SVC-DISABLED VET-OWNED SB
[ ] EMERGING SB
SIZE STD: $4.5 M NAICS: 541330

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

12. DISCOUNT TERMS
Net 30 Days

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

13b. RATING

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

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 0TFM9

THOMAS ASSOCIATES INC.
MICHAEL L FRETWELL
1009 BUTTERWORTH COURT
STEVENSVILLE MD 21666

TEL. 410-643-2255 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

[ ] 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 [X] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
[ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

31c. DATE SIGNED
04-Sep-2008

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*
Vicki L. Whiteman / Contracting Officer
TEL: 703-432-3773 EMAIL: vicki.whiteman@usmc.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	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		475,000,000	Each	$1.00	$475,000,000.00
	CEOSS ALA Labor Support Services FFP Acquisition, Logistics and Admin (ALA) Support Services Federal Supply Schedule TBD FOB: Destination				
				NET AMT	$475,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		25,000,000	Each	$1.00	$25,000,000.00
	Travel/ODCs FFP Administered as a Cost Reimbursement Line Item FOB: Destination				
				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
52.219-8	Utilization of Small Business Concerns	MAY 2004
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	JUN 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	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	MAR 2008
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 and Receiving Reports	MAR 2008

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 ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for 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 if 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	Attachment A - SOW	7	10-JUL-2008
Attachment B	Attachment B - DD254	4	04-SEP-2008
Attachment C	Attachment C - GSA Schedule Rates	22	11-AUG-2008
Attachment D	Attachment D - Non Disclosure	1	10-JUL-2008
Attachment E	Attachment E - Invoicing Detail Template	2	10-JUL-2008

BPA ADDENDUM

BPA ADDENDUM

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-0161L	MOBIS

A Blanket Purchase Agreement (BPA) is hereby established (pursuant to your FSS contract), between **THOMAS ASSOCIATES INC**. and Marine Corps Systems Command (MCSC) under the terms and conditions of GSA Contract Number **GS-10F-0161L** and this BPA Number **M67854-08-A-0501:**

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:	Alexis F. Thomas, President
(Complete Name, Title, Corporate Address)	1009 Butterworth Court Stevensville, MD 21666
(Electronic mail address and phone number)	(410) 643-2255 athomas@thomasassociatesinc.com
Alternate Point of Contact:	Michael Fretwell

Remit to Address:

What is your business size based upon your qualifying GSA Schedule	Small, SDWOB
Are you an SBA recognized business concern? If yes, identify your status	SDWOB
Enter your CAGE CODE:	0TFM9
Enter your DUNS NUMBER	614505303
Enter your TIN:	521632263

(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-0161L)** 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. Effort included under this BPA could be subject to the Geneva Convention Eligibility for Contractor Personnel Accompanying Armed Forces (CRCINST-01). Specific requirements and/or statements will be included in each

applicable task order. 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 is incorporated.

(E) ELECTRONIC INTERFACE
The BPA holder is required to interface with ACSS via the electronic procurement portal (eP^2) 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 eP^2 system. The media used for all submissions to eP^2 shall be compatible with the Microsoft Office 2000 suite or Adobe Acrobat (.pdf). The Government will provide CEOss BPA holders with eP^2 training.

(F) ORDERS
1. The ACSS will post all draft task order requirements to eP^2 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 eP^2 system will ensure all aspects of FAR compliance. In addition to written responses, the ACSS office will consider other innovative means to accomplish efficient awards, such as Oral Presentations.

The evaluation criteria for all competitive CEOss 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 waivered, 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 may apply to CEOss task orders within command and federal regulations. 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 prior 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 prior 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.

G.1 SECOND TIER SUBCONTRACTING. Second tier subcontracting is not authorized under this BPA.

G.2 SUBCONTRACTING PLAN. Subcontracting plan is required and shall be included in the BPA proposal.

G.3 SUBCONTRACTING GOALS. In accordance with small business goals established for Department of Defense, beginning FY09 CEOss preference for small business subcontracting (or prime) goals of a minimum of 10% at the BPA level are desired. Beginning FY10, mandatory small business goals at the BPA level will be implemented and the BPA modified accordingly.

(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 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 eP^2. 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://rmb.ogden.disa.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 eP^2 at http://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. 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. Any restrictions based on OCI issues 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. OCI determinations regarding non-CEOss procurements will be made by the Government contracting officer responsible for the individual procurement.

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) has 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 ~17 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 2018 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) OPTION PERIODS AND FOLLOW-ON TASK ORDERS

CEOss task orders with a one-year duration generally include provisions for optional periods of performance based upon contingent upon superior performance and compliance with the Quality Assurance Surveillance Plan (QASP) and availability of funding. Each option period is limited to 12 months in length 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 52.245-4 entitled, "Government Property (Short Form)" clause hereof. All Government property shall be 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 "TBD".

(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
Thomas Associates' proposal submitted 12 August 2008 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 clauses shall be construed as a reference to the "PCO."
2. All references to "contract" throughout the text of the clauses shall be construed as a reference to "BPA."

(AA) PRE-PRICED OPTIONS

Tasks may include pre-priced option 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 modification to the task. Notification of intent to exercise will be provided in a reasonable period prior to start of performance period.