

<b>SOLICITATION, OFFER AND AWARD</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 1 PAGES
2 CONTRACT NO USZA22-02-17-0015	3 SOLICITATION NO. USZA22 01 R 0012	4 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 6/27/01	6 REQUISITION/PURCHASE NO N/A
7 ISSUED BY U.S. Special Operations Command ATTN: SOAL KB 2418 Florida Keys Ave, 2 <sup>nd</sup> Floor MacDill AFB, FL 33621-5323		CODE USZA22	8 ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9 Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 2418 Florida Keys Ave., 2<sup>nd</sup> Fl. MacDill AFB until 2:00 PM local time 8/30/01 (Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52 214-7 or 52 215-10 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A NAME Michael R Hollandt, holandm2@socam.mil B. TELEPHONE NO (include area code) (NO COLLECT CALLS) 813-828-7659

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 280 calendar days (60 calendar days unless different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A NAME AND ADDRESS OF OFFEROR Gemini Industries Inc Six Fortune Drive Billerica, MA 01821-3917	CODE 0RAX9	FACILITY	16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Victoria R Bondz President
15B TELEPHONE NO. (include area code) 978-663-2260 x110	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17 SIGNATURE	18 OFFER DATE 5 Dec 2001

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED All Items	20 AMOUNT \$(0)	21 ACCOUNTING AND APPROPRIATION TO BE FUNDED BY INDIVIDUAL TASK ORDERS	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Section G
24. ADMINISTERED BY (if other than Item 7) IXMA Boston 495 SUMMIT STREET BOSTON, MA 02210	CODE S2206A	25 PAYMENT WILL BE MADE BY DPAS OM/PP PO Box 7020 Bellevue, NE 68005 1920	26 AWARD DATE 12/5/01
26 NAME OF CONTRACTING OFFICER (Type or print) KAREN L SPURLIN		27 UNITED STATES OF AMERICA <i>Karen L Spurlin</i> (Signature of Contracting Officer)	28 AWARD DATE 12/5/01

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 The Contractor shall furnish the necessary personnel, travel, materials, equipment and facilities to perform non-personal services in accordance with the basic Statement of Work (SOW) located in Section C, and any individual Task Orders issued during the duration of this contract.

B.2 This is an Indefinite Delivery/Indefinite Quantity type contract. Task Orders will be issued on a time and materials (T&M) Cost Plus Fixed Fee (CPFF) completion, CPFF term or a Firm-Fixed Price (FFP) basis.

Ordering ITEM	Period - 1 May 02 - 30 Apr 03 SUPPLIES/SERVICES	U/I	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0001	LABOR - Time & Material  The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract as ordered on each task order issued.	LO	1		
0002	MATERIALS - Time & Materials  Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses  Material G&A (Fixed Rate) [REDACTED]	LO	1	\$500,000.00 NTE	\$500,000.00 NTE
0003	TRAVEL  Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in Individual Task Orders. No fee will be paid in support of this CLIN.  Travel G&A (Fixed Rate) [REDACTED]	LO	1	\$2,000,000.00 NTE	\$2,000,000.00 NTE
0004	Type CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates  Fixed Fee [REDACTED]	LO	1	TBD	TBD
0005	Type CPFF - term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates	LO	1	TBD	TBD

	Fixed Fee. ([REDACTED]%)				
0006	Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.	LO	1	TBD	TBD
0007	DATA  The Contractor shall furnish data in accordance with Exhibit A - Contract Data Requirements List. The cost of the data (including preparing, formatting, reproducing and delivering data) in accordance with the contract requirements will be included in CLINs 0001/4/5/6.	LO	1	NSP	NSP

Ordering Period - 1 May 03 - 30 Apr 04					
ITEM	SUPPLIES/SERVICES	U/I	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0008	LABOR - Time & Material  The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract.	LO	1		
0009	MATERIALS -- Time & Materials  Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.  Material G&A (Fixed Rate [REDACTED])	LO	1	\$515,000.00 NTE	\$515,000.00 NTE
0010	TRAVEL  Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN.  Travel G&A (Fixed Rate [REDACTED])	LO	1	\$2,060,000.00 NTE	\$2,060,000.00 NTE
0011	Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates.  Fixed Fee [REDACTED]	LO	1	TBD	TBD

0012	Type: CPFF - Term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates.	LO	1	TBD	TBD
0013	Fixed Fee ( ) Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.	LO	1	TBD	TBD
0014	DATA  The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 0001/4/5/6.	LO	1	NSP	NSP
<b>Ordering Period - 1 May 04 - 30 Apr 05</b>					
ITEM	SUPPLIES/SERVICES	UNIT	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0015	LABOR - Time & Material  The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract.	LO	1		
0016	MATERIALS - Time & Materials  Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.  Material G&A (Fixed Rate: [REDACTED])	LO	1	\$530,000.00 NTE	\$530,000.00 NTE
0017	TRAVEL  Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN.  Travel G&A (Fixed Rate: [REDACTED])	LO	1	\$2,120,000.00 NTE	\$2,120,000.00 NTE
0018	Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of	LO	1	TBD	TBD

	<p>the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates</p> <p>Fixed Fee: [REDACTED]</p>				
0019	<p>Type CFF - Term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates</p> <p>Fixed Fee: [REDACTED]</p>	LO	1	T&D	T&D
0020	<p>Type FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price</p>	LO	1	T&D	T&D
0021	<p>DATA</p> <p>The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 00014/5/6</p>	LO	1	NSP	NSP
<p>Ordering Period - 1 May 05 - 30 Apr 06</p>					
ITEM	SUPPLIES/SERVICES	UA	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0022	<p>LABOR - Time &amp; Material</p> <p>The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract</p>	LO	1		
0023	<p>MATERIALS - Time &amp; Materials</p> <p>Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses</p> <p>Material G&amp;A (Fixed Rate) [REDACTED]</p>	LO	1	\$545,000.00 NTE	\$545,000.00 NTE
0024	<p>TRAVEL</p> <p>Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN</p>	LO	1	\$2,200,000.00 NTE	\$2,200,000.00 NTE

Travel G&A (Fixed Rate [REDACTED]%)					
0025	Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates.  Fixed Fee: [REDACTED]	LO	1	TBD	TBD
0026	Type: CPFF - Term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates.  Fixed Fee: [REDACTED]	LO	1	TBD	TBD
0027	Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.	LO	1	TBD	TBD
0028	DATA  The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 0001/4/5/6.	LO	1	NSP	NSP

Ordering Period - 1 May 06 - 30 Apr 07					
ITEM	SUPPLIES/SERVICES	U/I	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0029	LABOR - Time & Material  The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract.	LO	1		
0030	MATERIALS - Time & Materials  Type: Cost Reimbursement. The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.  Material G&A (Fixed Rate [REDACTED])	LO	1	\$560,000.00 NTE	\$560,000.00 NTE

0031	TRAVEL Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN. Travel G&A (Fixed Rate: [REDACTED])	LO	1	\$2,250,000.00 NTE	\$2,250,000.00 NTE
0032	Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates. Fixed Fee: [REDACTED]	LO	1	TBD	TBD
0033	Type: CPFF - Term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates. Fixed Fee: [REDACTED]	LO	1	TBD	TBD
0034	Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.	LO	1	TBD	TBD
0035	DATA The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 000174/5/6.	LO	1	NSP	NSP
<b>Incentive Period One - 1 May 07 - 30 Apr 08</b>					
ITEM	SUPPLIES/SERVICES	UA	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0036	LABOR - Time & Material The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract.	LO	1		
0037	MATERIALS - Time & Materials Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-	LO	1	\$575,000.00 NTE	\$575,000.00 NTE

	<p>reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.</p> <p>Material G&amp;A (Fixed Rate [REDACTED])</p>				
0038	<p>TRAVEL</p> <p>Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN.</p> <p>Travel G&amp;A (Fixed Rate [REDACTED])</p>	LO	1	\$2,320,000.00 NTE	\$2,320,000.00 NTE
0039	<p>Type: CFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates.</p> <p>Fixed Fee [REDACTED]</p>	LO	1	TBD	TBD
0040	<p>Type: CFF - Term Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates.</p> <p>Fixed Fee [REDACTED]</p>	LO	1	TBD	TBD
0041	<p>Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.</p>	LO	1	TBD	TBD
0042	<p>DATA</p> <p>The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 00014/5/6.</p>	LO	1	NSP	NSP
<p><b>Incentive Period Two - 1 May 08 - 30 Apr 09</b></p>					
ITEM	SUPPLIES/SERVICES	U/I	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0043	<p>LABOR - Time &amp; Material</p> <p>The Contractor shall provide services using the labor categories and rates specified in</p>	LO	1		

Attachment 1 to this contract					
0044	<p><b>MATERIALS - Time &amp; Materials</b></p> <p>Type: Cost Reimbursement. The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.</p> <p>Material G&amp;A (Fixed Rate) [REDACTED]</p>	LO	1	\$595,000.00 NTE	\$595,000.00 NTE
0045	<p><b>TRAVEL</b></p> <p>Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN.</p> <p>Travel G&amp;A (Fixed Rate) [REDACTED]</p>	LO	1	\$2,390,000.00 NTE	\$2,390,000.00 NTE
0046	<p>Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates.</p> <p>Fixed Fee [REDACTED]</p>	LO	1	TBD	TBD
0047	<p>Type: CPFF - Firm Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates.</p> <p>Fixed Fee [REDACTED]</p>	LO	1	TBD	TBD
0048	<p>Type: FFP The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.</p>	LO	1	TBD	TBD
0049	<p><b>DATA</b></p> <p>The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements, will be included in CLIN 0001/4/5/6.</p>	LO	1	NSP	NSP

Incentive Period Three - 1 May 09 - 30 Apr 10					
ITEM	SUPPLIES/SERVICES	UN	QTY	UNIT PRICE	TOTAL ITEM AMOUNT
0050	LABOR - Time & Material  The Contractor shall provide services using the labor categories and rates specified in Attachment 1 to this contract.	LO	1		
0051	MATERIALS - Time & Materials  Type: Cost Reimbursement The Contractor shall provide incidental materials in support of CLIN 0001 as specified in individual Task Orders on a cost-reimbursement basis only. No fee will be paid in support of this CLIN. Material contemplated under this CLIN does not include administrative supplies normally consumed and included as part of general and administrative expenses.  Material G&A (Fixed Rate) [REDACTED]	LO	1	\$615,000.00 NTE	\$615,000.00 NTE
0052	TRAVEL  Type: Cost Reimbursement The Contractor shall provide Government directed travel as specified in individual Task Orders. No fee will be paid in support of this CLIN.  Travel G&A (Fixed Rate) [REDACTED]	LO	1	\$2,460,000.00 NTE	\$2,460,000.00 NTE
0053	Type: CPFF - Completion Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The labor categories will be used as indicated on Attachment 1 with proposed rates.  Fixed Fee [REDACTED]	LO	1	TBD	TBD
0054	Type: CPFF - Firm Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. The contractor will use the labor category specified in Attachment 1 and propose appropriate rates.  Fixed Fee [REDACTED]	LO	1	TBD	TBD
0055	Type: FFF The Contractor shall furnish the necessary personnel, materials, and facilities as required to complete the effort set forth in the Statement of Work which will be further delineated in the individual Task Order for the performance of the task specified herein. Task Orders issued under this line item will be Firm Fixed Price.	LO	1	TBD	TBD
0056	DATA	LO	1	NSP	NSP

	<p>The Contractor shall furnish data in accordance with Exhibit A, Contract Data Requirements List. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 0001/4/5/6.</p>						
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(End of Section B)

**STATEMENT OF WORK  
FOR  
ACQUISITION, LOGISTICS, MANAGEMENT AND BUSINESS OPERATIONS SUPPORT  
TO THE  
UNITED STATES SPECIAL OPERATIONS COMMAND  
(USSOCOM)**

**1.0 INTRODUCTION** The U.S. Special Operations Command (USSOCOM) is a unified combatant command of the Department of Defense (DoD). USSOCOM is responsible for all Special Operations Forces (SOF) in the Department of Defense. USSOCOM's responsibilities include training and equipping these forces to perform their missions anywhere in the world at any time. Specific responsibilities of USSOCOM include: developing, acquiring, fielding, and supporting special operations equipment, material, supplies and systems and ensuring the interoperability of equipment with other DoD systems. USSOCOM is comprised of a headquarters at MacDill AFB, FL, a USSOCOM Washington Office in Washington DC and four component commands: Joint Special Operations Command (JSOC) and United States Army Special Operations Command (USASOC) at Fort Bragg, NC; Air Force Special Operations Command (AFSOC) at Hurlburt Field, FL, and Naval Special Warfare Command (NAVSPECWARCOM) at Coronado, CA. In addition, each Theater Commander has a special operations command (SOC) which participates in theater-related special operations strategy and planning efforts. The contractor shall provide the necessary services to support all mission areas of USSOCOM and its components as specified and ordered under individual task orders. The objective of this contract action is to acquire intellectual capital support in the areas of system acquisition and development, project support for all phases of the acquisition cycle including, but not limited to: program monitoring; documentation generation; review and analysis; technical management support; and requirements documentation services. The contractor shall also provide intellectual capital to assist normal day-to-day business operations. This staff support shall include but not be limited to: administrative support; public affairs; training; accounting; budgeting; joint resource management; readiness planning and reporting; personal reporting; procurement support; graphics support and other business for USSOCOM headquarters, components, Theater SOCs and the Services (Army, Navy, Air Force, Marine Corps) that have or provide direct support to SOF.

**1.1 APPLICABLE DOCUMENTS**

The following list of documents is included to aid in the definition of the tasks that may be ordered under the contract. It is not all-inclusive, and those documents that are applicable to each specific task, including specific agency regulations, will be identified within each task order.

**DoD Directives, Regulations, and Manuals**

**DoD 5000 Series Directives (various dates)**

DoDD 5200.28 (21Mar88)

DoD 5200.1-R (Jan97)

DoD 5200.1-PH (Apr97)

DoD 7000.14-R (various dates)

DFARS

**Defense Acquisition Directives**

Security Requirements for Automated Information Systems

Information Security Program

Guide to Marking Classified Documents

DoD Financial Management Regulation

Defense Federal Acquisition Regulation Supplement

**Other Directives, Regulations, Instructions, and Manuals**

AFI 65-601 (various dates)  
CJCSI 3170.1A (10Aug99)  
FAR  
NWP 1-01  
NWP 1-02  
USSOCOM Dir 1-4 (28Jun93)  
USSOCOM Dir 1-9 (22May97)

USSOCOM Dir 70-1 (11Apr01)  
USSOCOM Dir 71-4 (18Oct00)  
USSOCOM Dir380-1 (18Dec89)  
USSOCOM Dir 350-25 (02Aug00)  
USSOCOM Man 380-1  
SOFARS

Budget Guidance and Procedures  
JCS Requirements Generation System  
Federal Acquisition Regulation  
Naval Warfare Documentation Guide  
Naval Terminology  
Planning, Programming, and Budgeting System  
The Planning Process of the USSOCOM Planning,  
Programming, and Budgeting System  
Acquisition Management  
Requirements Generation System  
Information Security Management  
USSOCOM Active & Reserve Component Training  
Info Security Management Manual  
Special Operations Federal Acquisition Regulation  
Supplement

**2.0 REQUIREMENTS.** The contractor shall provide the necessary services to support all mission areas of USSOCOM and its components as specified and ordered under individual task orders. Specific areas of support will be in the following areas:

**2.1 ACQUISITION & LOGISTICS MANAGEMENT SUPPORT.** The contractor shall provide SOF system acquisition, sustainment and development projects support to USSOCOM and Service program managers for all phases of the acquisition cycle from technical base and concept studies to post-milestone C fielding, as well as pre-project support. This time frame is also known as "cradle-to-grave." All support products must be consistent with guidelines established by the Special Operations Acquisition Executive (SOAE), DOD Directive 5000 series and other governing directives and instructions.

**2.1.1 Independent Expert Support.** The contractor shall provide independent expert advisory services to the Acquisition Executive, other USSOCOM senior staff, Program Managers (PMs) and System Acquisition Managers (SAMs). This includes, but is not limited to, decision support analysis, independent assessments of technical issues, and generation and review of acquisition strategies.

**2.1.2 General/Functional Support.**

**2.1.2.1 Program Documentation Generation.** The contractor shall write a multitude of program-related materials including but not limited to: acquisition documents, position and concept papers, program management documents, material management documents, engineering products, organizational charts, operating procedures, and automated information products.

**2.1.2.2 Program Documentation Review and Analysis.** The contractor shall analyze government-furnished documentation and provide recommendations as to their conformance with, among others, applicable regulations, guidelines, standards, directives, and memorandums of agreement/understanding. Documents include, but are not limited to, Material Acquisition Plans, System Engineering Management Plans, Test & Evaluation Master Plans, Risk Analysis and Mitigation Plans, Milestone Review Documentation, Statements of Work and Mission Needs Studies and Statements.

**2.1.2.3 Acquisition Support.** The contractor shall assist in implementing and executing acquisition and logistics plans and strategies.

**2.1.2.4 Technological Forecasting.** The contractor shall conduct assessments of technological trends and developments to identify opportunities for the achievement of enhanced operational capability through exploitation of new technologies.

**2.1.3 Technical Support.** The contractor shall provide technical support, including, but not limited to, Engineering and Systems Analysis, Integrated Logistics Support (ILS), Specialty Engineering, and Test & Evaluation.

**2.1.3.1** The contractor shall support physical testing as required, and document engineering analyses, including, but not limited to, engineering performance analyses, evaluating measures of effectiveness, engineering performance predictions and trade-off studies, and preparation and review of engineering documentation (including engineering drawings, draft specifications, technical reports, and design documentation and diagrams).

**2.1.3.2** The contractor shall perform and document systems analysis functions for development of existing systems and their subsystems, including, but not limited to, operational performance analysis, computer modeling, and manning analysis.

**2.1.3.3** The contractor shall recommend integrated logistics support (ILS) strategies. Typical efforts include, but are not limited to: developing drafts of logistics portions of acquisition documentation (such as Integrated Logistics Support Plans, RFPs, SOW, CDRLs); analyzing the acquisition contractor's integrated logistics support program and data deliveries; attending pre-award surveys, design reviews, and support-related testing; and, conducting, evaluating and documenting life cycle cost analysis and repair level analysis.

**2.1.3.4** The contractor shall assist in implementing, executing, monitoring and documenting integrated logistics and sustainment support to include, but not limited to, training support, reliability, availability, and maintainability (RAM) analysis, provisioning, inventory management, inventory accountability and site surveys.

**2.1.3.5** The contractor shall provide systems engineering to many specialty engineering areas, including, but not limited to: RAM engineering, manufacturing and production engineering, product assurance, and system integration and interoperability.

**2.1.3.6** The contractor shall provide test and evaluation (T&E) support. Typical efforts include, but are not limited to: test planning, preparing the Test & Evaluation Master Plan (TEMP), test analysis, development of T&E segments of acquisition documentation, attending testing activities, and maintaining test facility site designs. The contractor shall develop draft test plans, procedures, and collect and analyze test data during developmental and operational testing, and develop draft test and evaluation reports. The contractor shall coordinate supporting activities and equipment to support joint interoperability and other testing, including, but not limited to: test ranges, aircraft, ships and military units.

**2.1.4 Management Support** The contractor shall provide management support, including, but not limited to: configuration management support, data management support, engineering documentation support, financial management support, quality assurance (QA) support, and contracting management support

**2.1.4.1** The contractor shall provide configuration management (CM) support. Typical efforts include, but are not limited to: development of configuration management portions of acquisition documentation such as RFP inputs, change control documentation, specifications and specification maintenance documentation; analyzing the acquisition contractor's configuration management program and data deliveries for accuracy, completeness and compliance with referenced requirements, and, providing recommendations or solutions when inaccurate or non-compliant; organizing and maintaining complete configuration management files, including configuration identification, change control and status accounting records, as well as supporting the implementation of CM plans.

**2.1.4.2** The contractor shall provide data management support. Typical efforts include, but are not limited to, developing data management portions of acquisition documentation; reporting the acquisition contractor's data delivery status; attending pre- and post-contract data reviews and providing findings and recommendations; submitting data accession lists of all internally generated documents developed in the

performance of this contract, and developing, maintaining and sustaining paper and automated archival systems of all covered documentation.

2.1.4.2.1 Engineering Documentation. The contractor shall provide the necessary technical review, editing, and word processing for the preparation of contractor-generated engineering documentation to include, but not limited to, video/tape, both analog and digital, CAD/CAM drawings, and paper drawings of various sizes. The contractor shall produce finished-quality documents from the draft input provided as GFI in the task order. Applicable documents include, but are not limited to, engineering drawings, draft specifications, technical reports, design documentation and diagrams.

2.1.4.3 The contractor shall provide financial management support. Typical efforts include, but are not limited to: implementing, installing and maintaining cost/schedule/performance measurement analysis tools; and, performing a variety of program financial management tasks, such as: "cost of doing business" analyses; formulating program budgets and assisting in the preparation of program financial plans; preparing detailed draft financial program documentation; assisting in defining, developing, analyzing, monitoring, and collecting program financial data; preparing reports based on analysis of cost and schedule data; preparing and maintaining life-cycle cost estimates; preparing obligation and expenditure reports, forecasting deviation reports; and supporting the development of Planning, Programming Budgeting, Execution System (PPBES) documents.

2.1.4.4 The contractor shall provide QA support. Typical efforts include, but are not limited to, preparing draft portions of acquisition documentation, participating in pre-award surveys, analyzing contractors' acquisition QA programs and on-site QA audits/performance.

2.1.4.5 The contractor shall provide contract management support. Typical efforts include, but are not limited to: Assisting the Government with updating the Special Operations Federal Acquisition Regulation Supplement (SOFARS) and revising procurement policies and procedures to transition to a paperless environment; monitoring, operating, updating, training and assisting users with the Electronic Contracting Information Transfer System (ECITS) supporting USSOCOM contract reporting metrics.

2.1.5 Requirement Generation Support. The contractor shall provide technical assistance to the requirement generation process, which comprises requirement definition, requirement documentation, requirement validation, and requirement approval.

2.1.5.1 The contractor shall provide services for requirement definition studies and analysis to support requirement documentation. Analysis efforts shall give consideration to force structuring, requirements-capability planning, comparative analysis, and resource allocation for SOF-unique aviation, maritime, and ground mobility platforms, as well as weapons, radios and other types of SOF equipment. The contractor shall provide support to examine planning, execution and reporting for combat experimentation (CE) studies, requirement analysis (RA) studies, and analysis of alternative (AoA) studies.

2.1.5.2 The contractor shall provide requirements documentation services in support of the requirements validation process, including the special operations command requirements evaluation boards (SOCREB). The contractor shall support documentation preparation and staffing for mission needs statements (MNS), capstone requirement documents (CRDs), and operational requirement documents (ORDs).

2.1.6 Integrated Survey Program (ISP) Support. The contractor shall provide ISP support including, but not limited to, supporting ISP Regional Survey Teams in conducting post-survey mission data preparation and final product authoring, supporting Regional Survey Team Digital Collection System training requirements; tailoring hardcopy crisis planning materials as required in the ISP Joint Operational Requirements Document (JORD); supporting imagery analysis, production and dissemination requirements for a variety of hardcopy and digital imagery products; and, conducting analyses of softcopy imagery data and products.

**2.2 BUSINESS OPERATIONS SUPPORT.** The contractor shall provide business operations staff support, including, but not limited to, administrative support and facilities management support.

2.2.1 Administrative Support. The contractor shall provide administrative support. Typical efforts include, but are not limited to, public affairs support, training support, and operational and education/training support.

2.2.1.1 The contractor shall provide public affairs services. Typical efforts include, but are not limited to, generating the command's newsletter and fulfilling command photography requirements.

2.2.1.2 Reserved

2.2.1.3 The contractor shall provide internal training support. Typical efforts include, but are not limited to, monitoring and tracking command training, assisting in preparing SOF-unique training materials and course preparation, as well as coordination of materials throughout the command.

2.2.1.4 Operational and Education/Training Support. The contractor shall provide operational and education/training support. Typical efforts include, but are not limited to: developing and maintaining web pages and databases associated with monitoring training, developing and maintaining lesson plans, and conducting classes (e.g. week-long management seminars or specially training classes to small groups of 10-20 personnel); developing and reviewing draft training, doctrine and operational publications, producing training and education support materials; and reviewing and maintaining the SOF Joint Mission Essential Task List (JMETL).

2.2.1.5 The contractor shall provide meeting support services, including, but not limited to, recording the minutes of the Command Update, the Deputies Meeting, the Review and Analysis Meeting, and other special subject-matter meetings. Contractor shall coordinate and setup meetings as required.

2.2.2 Facilities Management. The contractor shall assist in managing day-to-day facilities management operations. Typical efforts include, but are not limited to, providing facilities QA support, and supporting disaster preparedness, fire protection and ground safety programs.

**2.3 ACCOUNTING SYSTEM, BUDGET FORMULATION, RESOURCE MANAGEMENT, PLANNING, AND REPORTING SUPPORT.**

2.3.1 The contractor shall support USSOCOM in identifying and providing USSOCOM Accounting Support requirements to the Defense Finance and Accounting Service (DFAS). This includes, but is not limited to, interfacing with DFAS to ensure SOF requirements are incorporated into the system or system modification, determining DFAS initiatives and developing a functional description, and training SOF personnel in the use of the system.

2.3.2 The contractor shall support USSOCOM in meeting the requirements of the Chief Financial Officer (CFO) Act. This includes recommending viable courses of action (COA); monitoring, participating and presenting program status reviews; providing data identification, collection, definitions, and analysis; developing, documenting and maintaining user requirements; informing and assisting the system developer in the development of the system; formulating and refining test plans; assisting in systems implementation; developing and refining training materials; and providing training assistance.

2.3.3 The contractor shall review, monitor, analyze and determine appropriate adjustments of USSOCOM's expired accounts in all appropriations. Typical efforts include, but are not limited to, account and transaction reconciliation, maintaining current status of Military Interdepartmental Purchase Requests (MIPRs), and performing an accounts control function of all appropriations executed by USSOCOM.

2.3.4 The contractor shall provide administrative liaison support to the Automated Business Services System (ABSS) project. Typical efforts include, but are not limited to identifying USSOCOM-unique

requirements for subsequent system modifications, and scheduling and presenting/participating in Interim Progress Reviews (IPRs) to discuss progress and issues pertaining to systems modification.

2.3.5 The contractor shall support USSOCOM by providing Budgeting Support. This includes, but is not limited to, assisting in the preparation of budget justifications IAW DOD regulations; developing budget guidance; assisting in the development of budget briefings, developing and updating briefings to be used during execution reviews by locating program baseline, obligation, and expenditure data from various sources, and updating the PPBES MIS database.

2.3.6 The contractor shall support USSOCOM by providing Cost Support. This includes, but is not limited to, conducting cost analysis using cost models in evaluating total program costs throughout the life of the acquisition program; performs independent review of Service Cost position and advises USSOCOM of any cost issues, develop independent cost estimate (ICE) for ACAT ID programs; and review possible environmental impact.

2.3.7 Readiness planning and reporting; personnel reporting; long-range planning; forecasting; combat modeling, simulation and wargaming; nuclear, biological and chemical (NBC) defense; strategic planning, and force structuring.

2.3.7.1 The contractor shall provide technical support in the areas of planning, directing, assessing, and reporting the readiness of SOF world-wide deployed forces, to include special operations support to the regional CINCs, Ambassadors, and Country teams. Typical support efforts include, but are not limited to: coordination, data collection, query development, analysis, reporting and monitoring related to current and future SOF readiness indicators and trends.

2.3.7.2 The contractor shall assist in the generation and transmission of JINTAACS/USMTF messages, and update the Joint Universal Lessons Learned System (JULLS) database.

2.3.7.3 The contractor shall compile, collect, maintain and present data from the Deployed Forces Reporting Systems (DEPREP) and Personnel Tempo of Operations (PERSTEMPO) databases, and other similar databases.

2.3.7.4. The contractor shall support the Future Concepts Working Group (FCWG) long range planning process. This includes designing, building and maintaining a FCWG modernization activity database, and presenting status of modernization activities as required.

2.3.7.5 The contractor shall conduct assessments of the future geo-political, economic and demographic environment within which SOF will be required to operate. The contractor shall identify significant factors that may impact on the development of future doctrine, force structure, and systems/equipment.

2.3.7.6 Combat Modeling, Simulation and Wargaming. The contractor shall develop new or modify existing models, wargames, expert systems, and simulations to assist in the testing of concepts and decisions, exploration of issues, and development and non-systems-related maintenance of databases to support models, games and simulations.

2.3.7.7 The contractor shall provide administrative and technical support for requirements, acquisition, doctrine, modeling & simulation, and medical programs related to Nuclear, Biological and Chemical defense, counterproliferation, and counterterrorism matters. Typical tasks include establishing, maintaining and updating automated filing systems for all subject-related documents (ORDs, meeting minutes, etc.); maintaining the NBC Defense Doctrine library and Chemical Defense Equipment database; assisting in MNS and ORD development; developing acquisition documentation for programs in these subject areas; assisting in the development of SOF doctrine, policy and procedures; assisting in the development of POM submissions; preparing for and participating in USSOCOM Counterproliferation (CP) and NBC IPT meetings; preparation of briefs and presentations; assisting in the preparation of readiness reports and assessments; planning and coordinating all activities associated with the annual

SOF NBC conference, attending meetings and conferences and generating minutes/reports on items of interest.

2.3.7.8 Strategic Planning Process The contractor shall support development of the USSOCOM Strategic Planning Guidance (SPG) based on Defense Planning Guidance, threat documents, and future capability assessments. The contractor shall support development and prioritization of required SOF capabilities based on the Joint Mission Essential Task List and the SPG, populating a database of capabilities-based funding requirements, to include forces and equipment, link required capabilities to funding requirements, and conduct funding allocation analysis and excursions based on Program Objective Memorandum guidance.

2.3.7.9 Force Structuring. The contractor shall develop new and modify existing models, databases, and software to support force structuring in support of the Joint Mission Analysis (JMA) aspect of the USSOCOM Strategic Planning Process. The contractor shall provide analytical support to USSOCOM JMA Subject Matter Experts, as well as provide backup computer support for the JMA input and analysis cycle.

2.3.8 Command, Control, Communications and Computers (C4) Studies and Analyses. The contractor shall conduct studies and analyses of capabilities to command and control tactical units in combat operations, as well as the ability to provide communications and information support for management and technical support of operations.

2.3.9. Position and Concept Papers. The contractor shall acquire and compile material from a multitude of different sources and develop specific, new, updated position and concept papers concerning doctrinal, technology, organizational and operational issues.

2.3.10 Reports. The contractor shall prepare reports on issues discussed during meetings and conferences conducted by the government, and between the contractor, Government and system developer. The reports shall include attendees, topics of discussion, decisions made and issues pending. The contractor shall prepare and brief periodic Performance and Cost reports, Summary Status reports, and Review and Analyses regarding the progress/problems of the contract as a whole and on specific task orders.

## 2.4 SECURITY.

2.4.1 The contractor shall insure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident

2.4.2 The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

## 2.5 MISCELLANEOUS.

2.5 1 Government-furnished work space and equipment will be provided as specified in individual Task Orders.

(End of Section C)

**SECTION D. PACKAGING AND MARKING**



**D 2. 5652.247-9000 Packaging & Marking -- F.O.B. Destination (1998)**

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(End of Section D)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1. Clauses Incorporated by Reference

52.246-4	Inspection of Services -- Fixed-Price	AUG 1996
52.246-5	Inspection of Services -- Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	JAN 1986
252.246-7000	Material Inspection And Receiving Report	DEC 1991

### E.2 Government Inspection and Acceptance

Government inspection and acceptance shall be performed by the Government Requiring Activity Official (RAO) designated in each individual task order or by the Contracting Officer Representative (COR) for that area.

### E.3 5652.246-9001 Material Inspection and Receiving Reports (DD 250) Mailing Addresses (1998)

Material Inspection and Receiving Reports shall be mailed in accordance with DFARS 252.246-7000 to the following addresses:

RAO Address: Will be delineated on each task order.

Contracting Address: Will be delineated on each task order.

DCMA Address: DCMA Boston  
495 SUMMER STREET  
BOSTON, MA 02210

(End of Section E)

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay of Work	APR 1984
52 247-34	F.O.B. -- Destination	NOV 1991

**F.2 Ordering Periods**

The following conditions apply to this requirement.

- (a) Place of delivery will be delineated on each individual task order under FOB destination terms
- (b) Period of performance for this contract, including the ordering periods, and term incentive, if any, shall not exceed 31 May 2010. The basic period of this contract is from the effective date of contract award through 31 May 2007.
- (c) Each ordering period will not exceed 12 months in duration unless sooner terminated under the terms of the contract. Any incentive periods awarded will not exceed 12 months per incentive period.

(End of Section F)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1. 5652.232-9003 Instructions to Paying Office (1998)**

(a) The Contracting Office Point of Contact is:

United States Special Operations Command  
Contracting Officer (Bldg 102, 2<sup>nd</sup> floor)  
7701 Tampa Point Blvd.  
MacDill AFB, Florida 33621-5323  
Phone: 813-828-7659  
Fax: 813-828-7504  
Email: spurlik@socom.mil or hollandrn2@socom.mil

- (b) The Contracting Officer's Representative or Requiring Activity Official will be delineated on each individual task order.
- (c) Payment will be made by the office designated in Block 25 on Standard Form 33. Invoice(s) should be forwarded directly to the designated paying office.
- (d) Payment to the contractor shall be mailed to the following address:

**G.2. 5652.232-9004 Distribution of Vouchers/Invoices (1998)**

(a) The contractor shall forward vouchers/invoices to the addresses below in a simultaneous mailing.

- (1) The original and six (6) copies shall be submitted to Defense Contract Audit Agency (DCAA) office if a cost type contract, or to the Defense Finance Accounting Service (DFAS) office if other than cost contract. The cognizant office address is:

DFAS-Omaha FP  
PO Box 7020  
Bellevue, NE 68005-1920  
Phone: 402-232-3168  
Fax: 402-232-3468

(2) One electronic copy shall be submitted to:

The Requiring Activity Official or Contracting Officer Representative as delineated on the individual task orders.

(3) One electronic copy shall be submitted to the Contracting Officer

(b) Contract Completion voucher shall be submitted to the DCAA Contract Auditor to the Defense Contract Management Area office Administrative Contracting Officer (ACO), for approval and transmittal to the cognizant disbursing office.

**G.3. Award Term**

- (a) **Award Term Administration:** The award term evaluation will be completed on an annual basis. The annual evaluation will be comprised of two successive 6-month "interim" evaluations and be averaged to obtain the "final" annual score. The annual score will be used as the basis for any award term decisions. The first year of the contract will be evaluated on a "transition" basis with the evaluated score not resulting in any award term decision. Award term decisions that affect

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the period of performance will commence at the end of the first contract year and conclude at the end of contract year five. The contract will be 'set' at which time the Contractor has either

- (1) earned all available award term periods, or
- (2) the Contractor did not earn the required final annual score in accordance with this clause through corrective action and is, therefore, ineligible to earn further award terms.

(b) **Adjectival Rating:** The following rating system will be used for evaluation of Award Term:

<u>Adjectival Rating</u>	<u>Range of Points</u>	<u>Description</u>
Excellent	(100-91)	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	(90-81)	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	(80-71)	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	(70-61)	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory		(less than 61) Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

**Award Term Decisions:** For the evaluation period at the conclusion of contract year two and three, the Contractor's final annual numerical score must be a "81.0" or above to be awarded an additional contract term. For the remaining annual evaluation periods, the Contractor's final annual numerical score must be at least a "91.0" to be awarded additional contract terms.

(c) **Automatic Re-competition Decision.** If the scores given in paragraph (b) are not achieved in any given year, the contract will become "set" (as defined in (a)) at that point. The contract may become "set" for years 3-7, however, the time between the evaluation period when the term is "set" and the end of the period of performance shall not be less than 24 months. The Contractor cannot be awarded an additional award term in any final year of the contract period. In no event will the contract period exceed 8 years.

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**G.4. Responsibility for Contract Administration**

Procuring Contracting Officer: The Acquisition, Logistics, Management & Business Operations Support Contracting Officer (KO), identified below, has the overall responsibility for this contract. The KO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The KO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR). The KO for this contract is:

Ms. Karene Spurlin, Contracting Officer  
US Special Operations Command  
ATTN: SOAL-KB  
2418 Florida Keys Ave, 2<sup>nd</sup> Floor  
MacDill AFB, FL 33621

Ordering Officer: The authorized Contracting Officer (See H.30) who issues a task order will also administer that task order.

(End of Section G)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.1 Minimum and Maximum Amounts.** The minimum amount for this contract is **\$50,000** per award for the total contract period. The maximum amount for this contract is **\$120,000,000** per award for the total contract period including all potential term incentives.

**H.2. Authorized Changes Only By Contracting Officer.** The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, this authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Procuring Contracting Officer (PCO) is designated in Paragraph G.1.

### H.3. Contractor Identification

Contractor employees shall wear a Government-issued badge while in Government facilities. Contractor employees are required to clearly identify themselves as a contractor at all times whether in person or on the telephone. Further, sub-contractors must identify their respective prime contractors.

If a contractor employee leaves the company or moves to a different agency for support under this contract they will be required to "check-out" with their Government representative (RAO) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

### H.4. Government Contractor Relationships

The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are nonpersonal services. The parties recognize and agree that no employer - employee relationships exist or will exist under the contract between the Government and Contractor and/or between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

Contractor personnel under this contract shall not:

- be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- be placed in a staff or policy making position.
- be placed in a position of command, supervision, administration of control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.
- be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the Civil Service Commission.
- be used in administration or supervision of military procurement activities.

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The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

Rules, regulations, directions and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal service contract.

**H.5. Conduct Of Personnel** The Contractor, including his assigned personnel, performing services on a military reservation shall be guided by and shall observe and comply with all applicable rules, regulations, directions and requirements pertaining to conduct of personnel on the military reservation as prescribed by the Commander of the military reservation during the performance of the required services. The Contractor further agrees to recognize the authority of the responsible military Commander to suspend, restrain or restrict the activities of Contractor personnel whenever in his judgment such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.

#### **H.6. Work Period and Authorized Holidays**

A standard work period of 40 hours Monday through Friday has been established for this contract. However, contractors are permitted to work flexible work hours (flextime, compressed schedule) to support their customer as long as they do not exceed an 80-hour period every two weeks unless authorized by the Contracting Officer. Contractors will not be permitted to work on Saturday, Sunday or legal holidays unless authorized by the Contracting Officer.

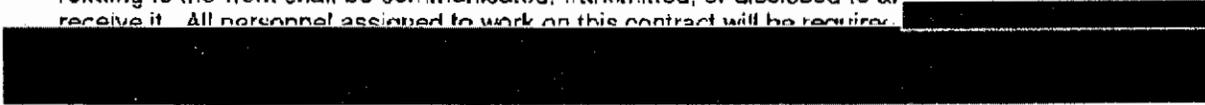
- January 1st
- 3rd Monday of January
- 3rd Monday of February
- Last Monday of May
- July 4th
- 1st Monday of September
- 2nd Monday of October
- November 11th
- 4th Thursday in November
- December 25th

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

**H.7. Liability.** The government shall not be held responsible for damages to property or for injuries or death to persons who might occur without fault on the part of the Government as a result of, or incident to, performance of the contractor.

#### **H.8. Security Classification**

The work contracted for is related to and is connected with the National Defense. No information relating to the work shall be communicated, transmitted, or disclosed to any person not entitled to receive it. All personnel assigned to work on this contract will be required



The contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with the DD Form 254, Contract Security Classification Specification, provided as an attachment to this contract and listed in Section J

#### H.9. Key Personnel Requirements

Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" and are those persons with resumes submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

If one or more of the key personnel for whatever reason becomes, or expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the contracting officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions along with the resume of the substitute. The contracting officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

Waivers for experience over education will be reviewed on a case-by-case basis. If approved the waiver will only pertain to the instant task order the employee is proposed to support and **not the basic contract**. As it is the Government's intent to obtain, intellectual capital support, waivers should be kept to a *minimal*. When a waiver is requested a resume with supporting rationale for the waiver will be submitted to the Contracting Officer. The approval of the waiver must be received in writing from the Contracting Officer before placing the person on a task order.

The following positions are designated as Key Personnel:

- Project (Task Order) Manager
- Principal Acquisition Specialist
- Senior Acquisition Specialist
- Senior Financial Management Analyst
- Senior Operations Analyst
- Senior Operations Research Analyst
- Senior Budget/Financial Analyst
- Principal Logistician
- Senior Scientific/Engineering Professional
- Scientific/Engineering Professional
- Senior Accountant
- Accounting Technician

#### H.10. Organizational Conflict Of Interest

To prevent conflicting roles which may bias the contractor's quotes, judgment or objectivity and to preclude the contractor from obtaining unfair competitive advantage in concurrent or future acquisitions, the contractor shall be restricted as set forth in subparagraphs below.

The Contractor warrants and represents to the best of its knowledge and belief that it does not presently have any organizational conflict of interest which would diminish its capacity to give impartial, technically sound and objective assistance and advice or would result in a biased work product or might result in an unfair competitive advantage except that which flows from the normal benefit or performance of this contract.

Whenever, in the performance of this contract, the Contractor provides recommendations or advice related to the development of specifications, work statements, data or other information for hardware/software items, the Contractor will not enter into any contract either as a prime or subcontractor to furnish said items or components thereof during the life of this contract or through the initial production contract whichever is longer.

Whenever, in the performance of this contract, the Contractor provides recommendations or advice related to the development of specifications, work statements, data, or other information for hardware/software items, the Contractor will not enter into any contract with the item supplier to provide any support, analysis or consulting services. The prohibition will apply during the life of the contract through completion of the final task order.

The Contractor may be required to perform technical evaluation of contractor offers and/or products as well as advisory and assistance services relative to the same. In these instances, the Contractor will not evaluate or advise the Government concerning its own products or activities. When required to evaluate other Contractor offers and/or products or provide advisory and assistance services to the same, the Contractor will preserve its objectivity and protect the Government interests. If the Contractor performs technical evaluation of contractor proposal and/or products or services or provides advisory services in relation thereto, the Contractor shall not be allowed to furnish any supplies or services either as a prime or subcontractor as part of a joint venture. This provision shall be permanent.

During the course of this contract, use of other company's quote-proprietary data shall be necessary for contract performance. Access to this proprietary data shall be accomplished either directly from the other company or, if available, from USSOCOM. The Contractor shall enter into a written agreement with each of said other companies in which the Contractor;

- obtains the permission to use the other companies' quote proprietary data, whether obtained directly from the other company or from USSOCOM, in the performance of this contract;
- agrees to protect the proprietary data from unauthorized use or disclosure for as long as it remains proprietary; and,
- agrees to refrain from using the proprietary data for any purpose other than in the performance of this contract.

The Contractor further agrees:

- to adopt operating procedures and physical security measures designed to protect the proprietary data from disclosure or release to authorized third parties;
- to indemnify the Government, its agents and employees from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the Contractor, its employees or agents of any proprietary data it received,
- to hold the Government, its agents and employees, harmless against any claim or liability, including attorney fees, costs and expenses, arising out of the misuse of unauthorized disclosure of any proprietary data supplied to the Contractor,
- to provide a copy of their agreements with the other companies to the Contracting Officer prior to obtaining access to the proprietary data; and,

- to provide, on request from the Contracting Officer, evidence of the steps taken to protect against unauthorized use or disclosure of the proprietary data.

Whenever a Contractor must obtain proprietary technical data or computer software (including limited rights or government purpose license rights technical data and restricted rights computer software) from the Government to perform under a task order under this contract, the Contractor will be required to furnish a copy of its proprietary technical data or computer software exchange agreement with the owner of the data as a necessary condition to receiving said proprietary technical data or computer software from the Government.

If the Contracting Officer finds that said written agreement or procedures taken are not adequate, the Government has the right to withhold access to the proprietary data. Additionally, if the Contracting Officer finds that a Contractor employee, agent, or subcontractor made unauthorized use or disclosure of any of said proprietary data, the Government has the right to bar that employee, agent, or subcontractor from having further access to said proprietary data from the Contractor at no liability to the Government.

The provisions of this clause are fully applicable to all subcontractors utilized by the Contractor and that this clause shall be included in all subcontracts the Contractor enters into to support, either directly or indirectly, this contract.

No form of business insulation quote technique to avoid, evade or substitute for the restrictions set out herein shall be permitted except in the absolute discretion of the Government the exercise of which shall not be subject to the Disputes Clause.

In the event the Contractor breaches or violates any of the warranties, convenience, restrictions, disclosures or nondisclosure under this provision, the Government may terminate this contract for default and pursue any other remedies as provided by law.

Additionally, it is agreed that the prohibitions contained herein against competing for or performing as a prime contractor, subcontractor or as a consultant to a prime or subcontractor to provide services, hardware or software, shall apply to all programs managed or overseen by USSOCOM or its subordinate elements with respect to which services may be ordered under this contract. The USSOCOM wide exclusion shall ease upon expiration of the final ordering period of this contract.

The Head of the Contracting Activity may at his/her sole discretion, grant individual waivers to the USSOCOM-wide exclusion on a case-by-case basis. Such waivers shall be binding. However, the Contractor shall have no right to such waivers, and the failure to grant a waiver shall not be grounds for protest against any solicitation or acquisition as to which the waiver was denied, nor shall the refusal to grant a waiver be subject to appeal under the Disputes Clause of this contract.

During the course of this contract there is a potential for changes in relationships that may occur and accordingly, the Contractor agrees to adjust and take any and all measures deemed necessary to comply with this clause and FAR 9.5. The Contractor agrees to immediately notify the Contracting Officer of changes in relationships and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflicts of interest.

**H.11 Training Of Contractor Employees.** The Contractor shall not bill for labor hours or travel costs associated with contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval, contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

**H.12. Small Business Notice.** Any small business, as a prime contractor, is required to perform 51% of labor themselves. This requirement does not apply to each task order; however, it is required that the balance be maintained at any point in time and must be in compliance at the end

of the contract. Actual compliance will be monitored through the monthly cost and performance reports.

#### H.13. Procedures for Issuing Task Orders Under Multiple Awards

(a) Contractor selection for issuance of Task Orders will be determined by the Contracting Officer in accordance with procedures delineated herein.

(b) All multiple award contractors shall be considered for each order more than \$2,500, unless the Contracting Officer determines that:

- (1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays,
- (2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized,
- (3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(c) The Contracting Officer need not contact each Awardee under the contract before selecting an order Awardee if the Contracting Officer has information to ensure that each order Awardee is provided a fair opportunity to be considered for each order.

(d) Unless the exceptions in paragraphs (b) and (c) above applies the following procedures will be utilized in providing contract Awardees with a fair opportunity to be considered for each order:

- (1) The Government will request each contract Awardee to submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to a Government work statement.
- (2) The responses may be presented to the Government either orally or in writing.
- (3) The Government will make an integrated assessment based on technical and/or managerial approach, estimated total cost/price, past performance in making awards under this paragraph. The Contracting Officer will issue the Task Order to the contractor who will provide the best value to the Government

(e) Under the provisions of the Federal Acquisition Streamlining Act of 1994, a protest is not authorized in connection with the issuance or proposed issuance of a task order except for a protest on the grounds that the order increases the scope, period or maximum value of the contract

(f) Task Order Ombudsman. The Task Order Ombudsman, is the USSOCOM Competition Advocate General, and is responsible for reviewing complaints regarding this ID/IQ Task Order contract. The Ombudsman shall review complaints from the contractors and ensure all contractors are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

#### H.14. Ceiling Price for T&M and CPFF Task Orders

The Government shall not be obligated to pay the contractor any amount in excess of the Ceiling Price for each CLIN set forth in the Task Order, unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and has specified in the notice a revised ceiling price for performance under the contract for that CLIN

T&M task orders shall set forth negotiated labor categories, labor hours, and any other travel/material/ other direct costs/consultants, as applicable. The contractor shall not utilize any labor category not specified in the task orders. To enhance flexibility and to allow the Contractor to determine the optimum labor mix for the Task Order, the Contractor may without notice to the Government, increase or decrease the number of hours for each category specified in the Individual Task Order by no more than 30%. These adjustments are allowable only to the extent that the ceiling price and total number of hours of the labor CLIN are not exceeded. The Contractor will not be paid for expenditures above the ceiling price of any individual Task Order labor CLIN or the total Task Order amount.

#### H.15 Ordering Procedures - Task Orders

**Soliciting Task Order Proposals.** When the Government has a requirement for services to be performed under this contract, the Contracting Officer will issue a request for task order proposal which will include, but not necessarily be limited to, the following:

- Request for proposal number and/or title.
- Contract Number;
- Statement of Work;
- Instructions to Offerors;
- Items to be delivered and delivery schedule/performance period; and
- A listing of Government furnished property to be provided to the Contractor, if required.

**Urgent Requirements** In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

**Submission of Proposals.** The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have no more than 10 days to submit their proposals, unless a) a longer timeframe is specified in the request for task order proposal, or b) it is an urgent requirement.

#### H.16. Issuance of Task Orders

Upon receipt of the proposal(s), the Contracting Officer may:

- issue a task order based upon the proposal(s) furnished;
- negotiate with the Contractor(s) prior to issuing a task order, or,
- reject the proposal(s) and cancel the requirement.

Task orders shall be issued on DD Form 1155 "Order For Supplies and Services;" (or similar form)

Task order shall be consecutively numbered, dated and shall include supporting documents as applicable.

**H.17. Task Order Completion.** Within ninety (90) days of the completion of task orders, an authorized representative of the contractor shall certify, in writing, to the Contracting Officer that the task order is completely billed, remaining dollars of said amount can be de-obligated and all deliverables have been received and accepted by the Government. This information will be used for contract closeout.

#### H 18. Constructive Change Orders

No verbal order, statement or conduct of the Contracting Officer, the authorized representative of the Contracting Officer, whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule under that or any other clause, unless such change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer.

#### H.19. Extension of Services

The Government may require continued performance of any services within the limits and at the rates specified in the last ordering period of the contract. This provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the provision by written notice to the Contractor within 90 days prior to contract expiration.

#### H.20. Statement of Services Rendered and Accepted

(a) The contractor shall submit a Material Inspection and Receiving Report, DD Form 250, to the Contracting Officer's Representative (COR) or Requiring Activity Official designated in Section E, to obtain Government certification of the contractor's performance upon completion of the services called for herein. Contractor performed services found to be satisfactory will be accepted by the COR on the DD Form 250.

(b) The contractor shall submit either invoices or vouchers, which shall be supported by the executed DD Form 250. If standard Form 1034, Public Voucher for Purchases and Services other than Personal is used, submission through the cognizant DCAA to the cognizant DFAS payment office is required. Standard Form 1034 shall be used for Cost Reimbursement as well as Time and Materials and Labor Hour type contracts.

(c) A copy of each payment request shall be submitted to the Contracting Officer.

#### H.21. 5652.232-9001 Invoicing (1998)

The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.

If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately costs for each CLIN/SLIN of the Delivery/Task Order. Cost for performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.

The contract number and Delivery/Task Order number shall appear on all work accomplished and on all invoices.

#### H.22. 5652.232-9002 Time and Materials/Ceiling Price Indefinite Delivery Contracts (1998)

The term "ceiling price" as used in the clauses FAR 52.232-7 "Payments Under Time and Materials and Labor-Hour Contracts", and the term "estimated cost" in FAR 52.232-20 "Limitation of Cost" and 52.232-22 "Limitation of Funds" shall be applicable to each CLIN or SLIN specified in schedule B. The Government shall not be obligated to pay the contractor any amount in excess of the ceiling price for each CLIN/SLIN set forth in schedule B, unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased

and has specified in the notice a revised ceiling price for performance under the contract for that CLIN/SLIN.

**Alternate I:** If this is an indefinite delivery type contract the terms "ceiling price" and "estimated cost" shall apply to each CLIN/SLIN on each delivery order.

#### H.23. Award Term

a. **Period of Performance:** As described herein, the Government may award up to three one-year incentive terms based on overall contractor performance. The Award Term Plan will provide for evaluation of technical performance and utilize the metrics described in the Performance Requirements Summary to measure technical performance. These additional "award term" periods will be awarded by the Government based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Plan.

b. **Award Term Plan** The Award Term Plan will be approved by the Government and incorporated upon contract award (Attachment 4). The Award Term Plan will serve as the basis for any award term decisions. The Award Term Plan may be revised by the Government and re-issued to the Contractor prior to the commencement of any 6-month evaluation period. An Award Term Determination Official (TDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.

c. **Review Process:** The Contractor may request an internal review of an annual award term decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term decision. The Contracting Office will conduct any award term decision reviews. Decisions by the Contracting Office are considered final.

**H.24. Authorized Ordering Officers.** Only Government Contracting Officers with current warrants issued by the US Special Operations Command, and who have completed ALMBOS Ordering Officer training, are authorized to issue Task Orders under this contract.

#### H 25. 52.228-5 – Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### H 26. 5265.228-9000 Required Insurance (1998)

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

Type	Amount
Automobile Bodily Injury Liability	\$200,000 per person/\$500,000 per Occurrence
Property Damage Liability	\$20,000 per occurrence
Workers Compensation & Occupational Disease	As required by federal and State Statutes
Employer's Liability	\$100,000

**H.27. 5265.252-9000 Notice of Incorporation of Section K (1998)**

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

**H.28. 5652.201-9000 Contracting Officers Representative (1998)**

(a) In accordance with DFARS 252.201-7000 the Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (CORs).

(b) The appointments will be in writing, signed by the Contracting Officer, and set forth the authority granted to and the limitations of the COR. The contractor shall acknowledge receipt of appointment letters in writing and forward one signed copy back to the Contracting Officer.

(c) The Contracting Officer will notify the Contractor in writing of COR appointment changes or revocations.

**H.29. Government Down-Time for Various Authorities Including the President, Secretary of Defense, Commander in Chief**

(a). Base Closures Due to Emergencies. From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency

(1) Contractor shall be officially dismissed upon notification of a base closure in accordance with paragraph b. Contractor shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner. The contractor will report through their contractor chain of command for further guidance.

(2) With regard to work under the contract, the government shall retain the following options:

(i) Government may grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.

(ii) Government may forego the work. The contractor will not be paid for work not performed.

(iii) Government may reschedule the work on any day satisfactory to both parties

(iv) In rare instances, Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by Contractor

**(b) Base Closure Notification Procedures.**

(1) The Contractor is directed to listen or watch local news media for notification of a base closure.

Contractor should follow instructions intended for non-essential personnel

(2) The contractor will not receive any other form of notification of a base closure from the government. The Contractor is responsible for notification of his or her employees.

(3) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall notify their company's task monitor and act in accordance with the task monitor's instruction.

(v) Base Closure Due to Non-Emergencies. The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as time-off award, base open house, etc. In the event of a non-emergency base closure, the Contract Task Monitor and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the service during the base closure and a government employee will be present, Contractor may continue on-site work. Contractor shall bill the Government at the labor rates identified in the contract.

(2) If there is a need for work during the base closure but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the government by letter within 5 business days of returning on-site the nature and scope of the work completed off-site. Contractor shall bill the Government at the labor rates specified in the contract.

(3) If there is no need for the service during the scheduled base closure, contractor shall not work on or off-site. The government will not be liable for time not worked.

**H.30 Contractor's Price Proposal – Award Term Years.**

Prices for each potential award term incentive shall be established as not-to-exceed (NTE) at the contract award. If a determination is made to award an incentive the contractor will be asked to definitize the established NTE price by the Contracting Officer for the award term portion being awarded. The contractor upon notification by the Contracting Officer will have 45 days to submit a proposal. Definitized prices for the award term incentive, absent any change in Government requirement, shall not exceed the NTE amounts established in the contract.

(End of Section H)

**SECTION I - CONTRACT CLAUSES**

**I.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.dtic.mil/dfars/>  
<http://www.deskbook.osd.mil/>

\* These clauses are applicable to fixed price line items only

\*\* These clauses are applicable to cost line items only

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Revisions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost and Payment	MAR 2000
52.216-8	Fixed Fee*	MAR 1997
52.216-18	Ordering	OCT 1995
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restriction on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance- Work on a Government Installation	JAN 1997
52.228-7	Insurance - Liability to third Persons**	MAR 1996
52.229-3	Federal, State and Local Taxes*	JAN 1991
52.229-5	Taxes- Contracts Performed in U.S. Possessions Or Puerto Rico *	APR 1994
52.230-2	Cost Accounting Standards**	APR 1998
52.230-6	Administration of Cost Accounting Standards**	NOV 1999
52.232-1	Payments. *	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-8	Discount for Prompt Payment*	MAR 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras*	APR 1984
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation of Cost**	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23 All I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.233-3 All I	Protest After Award, Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed-Price. *	AUG 1987
52.243-2	Changes - Cost-Reimbursement**	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition in subcontracting**	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill of Lading - Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-	SEP 1996

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	Price).*	
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6	Termination (Cost Reimbursement) Alternate IV**	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7002	Payment for subline items not separately priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	APR 1996
252.223-7004	Drug-Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities	
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data -- Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data -- Withholding of Payment	Mar 2000
252.227-7036	Declaration of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7001	Pricing of Contract Modifications*	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7024	Notation of Transportation of Supplies by Sea.	MAR 2000
5652.201- 9000	Contracting Officer's Representative (1998)	MAY 1999
5652.204- 9002	Instructions for the Use of Electronic Contracts	2000
5652.252- 9000	Notice of Incorporation of Section K (1998)	MAY 1999

#### 1.2. 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the

Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 May 2007, or if the incentive terms are awarded not to exceed the extended date.

### **1.3. 52.216-19 Order Limitations (Oct 1995)**

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$6,500,000;
- (2) Any order for a combination of items in excess of \$6,500,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Section I)

**SECTION J – LIST OF ATTACHMENTS**

Exhibit A – DD Form 1423, Contract Data Requirements List

Attachment 1 - Labor Categories

Attachment 2 – Labor Qualifications

Attachment 3 -- DD Form 254, Contract Security Specification

Attachment 3, Addendum 1

Attachment 3, Addendum 2

Attachment 4 - Award Term Plan

(End of Section J)

41

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					<b>Form Approved</b> <b>OMB No. 0704-0188</b>						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A	C. CATEGORY TDP    IM    OTHER *								
D. SYSTEM/ITEM		E. CONTRACT/PR NO. USZA22 02 D 0015		F. CONTRACTOR Gemini Industries, Inc							
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM CONFERENCE MINUTES			3. SUBJECT							
4. AUTHORITY (Data Acquisition Document No.) DI ADMIN 81249A		5. CONTRACT REFERENCE TBD		6. ISSUING OFFICE TBD							
7. DD FORM REF. TBD	9. DIST STATEMENT REQUIRED TBD		10. FREQUENCY TBD	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION						
8. APT CODE			11. AS OF DATE TBD	13. DATE OF SUBSEQUENT SUBMISSION	b. COPIES						
16. REMARKS Blocks 5 through 14 shall be addressed within each Task Order (TO)					a. ADDRESSEE						
								15. TOTAL	2		
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE					

14. TRIC GROUP

15. ESTIMATED TOTAL PRICE

42

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Contracting Office for the Contract/PR No. Listed in Block E.												
A. CONTRACT LINE ITEM NO. See Schedule, Section B		D. EXHIBIT A		C. CATEGORY: TDP      IM      OTHER X								
D. SYSTEM/ITEM			E. CONTRACT/PR NO. USZA22-02 D 0015		F. CONTRACTOR Gemini Industries, Inc							
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM PROGRESS STATUS AND MANAGEMENT REPORT				3. SUBTITLE Contract Monthly Cost Report			7. FURTHER GROUP				
4. AUTHORITY (Data Acquisition Document No.) DI MGMT-80227			5. CONTRACT REFERENCE SOW para. 2.3.9		6. REQUIRING OFFICE SOAL K				8. ESTIMATED TOTAL PRICE			
7. DD 254 REQ No	9. DIST STATEMENT REQUIRED No		10. FREQUENCY TBD	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION						
8. APP CODE			11. AS OF DATE TBD	13. DATE OF SUBSEQUENT SUBMISSION		4. ADDRESS	5. COPIES					
<b>16. HLMARKS</b> Submit one disk with latest version of Excel. Contractor format acceptable to include a Summary of task orders (TO) by fiscal year: title, sponsor, schedule, amount funded, billed and remaining per TO, burn rate, amount funded by CLIN and man-years/LOE per TO.						ADDRESS	Draft	Final				
										Reg	Repro	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE						

43

**CONTRACT DATA REQUIREMENTS LIST**

(If Data Item)

*Form Approved*  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A	C. CATEGORY IDP TM OTHER X			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. USZA22-02 D 0015		F. CONTRACTOR Gemini Industries, Inc		
G. DATA ITEM NO. A003	H. TITLE OF DATA ITEM STATUS REPORT		I. SUBTITLE Monthly Summary Status Report			
J. AUTHORITY (Data Acquisition Document No.) DI MGMT 80368		K. CONTRACT REFERENCE SOW para. 2.3.9		L. REQUIRING OFFICE TBD		
M. DD 254 REQ TBD	N. DIST STATEMENT REQUIRED TBD	O. FREQUENCY Monthly	P. DATE OF FIRST SUBMISSION	Q. DISTRIBUTION		
R. AM CODE TBD	S. AS OF DATE TBD	T. DATE OF SUBSEQUENT SUBMISSION	U. ADDRESSEE			
16. REMARKS Block G through 14 shall be addressed within each Task Order.			V. COMES			
			W. TOTAL		2	

17. PRODUCT GROUP

18. ESTIMATED TOTAL PRICE

44

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(Data Item)</i>					<i>Form Approved</i> OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.							
A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A	C. CATEGORY TOP		TM	OTHER X	
D. SYSTEM/ITEM		E. CONTRACT/PR NO. USZA22 02-D-0015		F. CONTRACTOR Gemini Industries, Inc			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM PROGRESS, STATUS MGMT REVIEW REPORT			3. SUBTITLE Contract Quarterly Review/Analysis			TARGET GROUP
4. AUTHORITY (Data Acquisition Document No.) DI MGMT 80227			5. CONTRACT REFERENCE SOW para. 2.3.9		6. REQUIRING OFFICE SOAL-K		ESTIMATED TOTAL PRICE
7. DD FORM NO. No	9. DIST STATEMENT REQUIRED No	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESS/1		b. COPIES	
16. REMARKS							
						15. TOTAL	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	

45

CONTRACT DATA REQUIREMENTS LIST <i>(Data Item)</i>						Form Approved OMB No. 0704 0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704 0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.									
A CONTRACT LINE ITEM NO See Schedule, Section B		B EXHIBIT A		C CATEGORY TOP IM OTHER X					
D SYSTEM/ITEM			E CONTRACT/PR NO USZA22-02 D XXX		F CONTRACTOR Gemini Industries, Inc				
1 DATA ITEM NO A005	2 TITLE OF DATA ITEM PRESENTATION MATERIAL				3 SUBJECT Media Support				
4 AUTHORITY (Data Acquisition Document No.) DI ADMIN 81373			5 CONTRACT REFERENCE TBD		6 REQUIRING OFFICE TBD				
7 DD 254 REQ TBD	9 DIST STATEMENT REQUIRED TBD		10 FREQUENCY TBD	12 DATE OF FIRST SUBMISSION		14 DISTRIBUTION		18 ESTIMATED TOTAL PRICE	
8 APP CODE TBD			11 AS OF DATE TBD	13 DATE OF SUBSEQUENT SUBMISSION		16 COPIES			
16 REMARKS Blocks 5 through 14 shall be addressed within each Task Order.						17 ADDRESS	15 TOTAL		2
							Draft	Final	
G PREPARED BY			H DATE		I APPROVED BY		J DATE		

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<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					<b>Form Approved</b> <b>OMB No. 0704-0188</b>						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202 4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A	C. CATEGORY: TDP      TM      OTHER X								
D. SYSTEM/TLM		E. CONTRACT/PR NO. USZA22-02 D 0015		F. CONTRACTOR Gemini Industries, Inc							
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI MGMT-80508		5. CONTACT REFERENCE TBD		6. REQUIRING OFFICE TBD							
7. DD 254 REQ TBD	9. DIST STATEMENT REQUIRED	10. FREQUENCY TBD	12. DATE OF THIS SUBMISSION	14. DISTRIBUTION							
8. APP CODE TBD	TBD	11. AS OF DATE TBD	13. DATE OF SUBSEQUENT SUBMISSION	16. ADDRESSEE		15. COPIES					
16. REMARKS Blocks 5 through 14 shall be addressed within each Task Order.						Final					
						Draft		Reg		Repro	
				15. TOTAL		2					
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE					

GROUP

ESTIMATED  
TOTAL PRICE



<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						<i>Form Approved</i> OMB No. 0704-0188								
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.														
A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A		C. CATEGORY: TOP IM OTHER X										
D. SYSTEM/ITEM			E. CONTRACT/PR NO. USZA22 02-D-0015		F. CONTRACTOR Gemini Industries, Inc.									
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM TECHNICAL DATA PACKAGE REVIEW REPORT				3. SUBTITLE									
4. AUTHORITY (Data Acquisition Document No.) DI MISC 80750			5. CONTRACT REFERENCE TBD		6. REQUIRING OFFICE TBD									
7. DD FORM REF. TBD	9. DISSEMINATION STATEMENT REQUIRED TBD	10. FREQUENCY TBD	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION									
8. APP CODE TBD		11. AS OF DATE TBD	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES								
16. REMARKS Blocks 5 through 14 shall be addressed within each Task Order.							Draft	Final	Repro					
											19. TOTAL		2	
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE							

PRICE GROUP  
ESTIMATED TOTAL PRICE



<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					<i>Form Approved</i> OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.							
A. CONTRACT LINE ITEM NO. See Schedule, Section B		B. EXHIBIT A	C. CATEGORY TOP TM OTHER K				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. USZA22 02 D-0015		F. CONTRACTOR Gemini Industries, Inc		
1. DATA ITEM NO. A010	2. TITLE OR DATA ITEM SCIENTIFIC AND TECHNICAL REPORT SUMMARY				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048			5. CONTRACT REFERENCE TBD		6. REQUIRING OFFICE TBD		
7. DD FORM TBD	9. DIST STATEMENT REQUIRED TBD	10. FREQUENCY TBD	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION		
8. APM CODE TBD	11. AS OF DATE TBD	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESS	b. COPIES		
16. REMARKS Blocks 5 through 14 shall be addressed within each Task Order.					Draft	Final	Repro
							Repro
							Repro
							Repro
							Repro
							Repro
							Repro
							Repro
							Repro
							Repro
15. TOTAL					2		
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	

PRICE GROUP

ESTIMATED TOTAL PRICE



## On-Site\_Off Site Rates

CONTRACT USZA22-C2-D-0015

5-Dec-01

**Category Requirements  
Table-1**

	Ordering Period 1		Ordering Period 2		Ordering Period 3		Ordering Period 4		Ordering Period 5		Ordering Period 6		Ordering Period 7		Ordering Period 8	
	On-Site	Off-Site														
	90%	10%	90%	10%	90%	10%	90%	10%	90%	10%	90%	10%	90%	10%	90%	10%
Project (Task Order) Manager	\$61.17	\$66.69	\$63.66	\$68.71	\$64.60	\$70.41	\$66.36	\$72.35	\$68.17	\$74.34	\$70.11	\$76.46	\$72.22	\$78.76	\$74.39	\$81.12
Principal Acquisition Specialist	\$60.50	\$65.87	\$62.37	\$67.96	\$63.89	\$69.64	\$65.64	\$71.56	\$67.43	\$73.52	\$69.35	\$75.62	\$71.43	\$77.90	\$73.58	\$80.24
Senior Acquisition Specialist	\$48.70	\$53.10	\$50.21	\$54.71	\$51.43	\$56.06	\$52.84	\$57.60	\$54.28	\$59.19	\$55.82	\$60.88	\$57.50	\$62.71	\$59.23	\$64.59
Acquisition Specialist	\$38.58	\$42.06	\$39.77	\$43.33	\$40.74	\$44.40	\$41.85	\$45.62	\$42.99	\$46.88	\$44.22	\$48.22	\$45.54	\$49.67	\$46.91	\$51.16
Senior Financial Management Analyst	\$59.62	\$65.01	\$61.46	\$66.97	\$62.96	\$68.63	\$64.68	\$70.52	\$66.45	\$72.46	\$68.34	\$74.53	\$70.39	\$76.76	\$72.51	\$79.07
Financial Management Analyst	\$40.44	\$44.09	\$41.69	\$45.42	\$42.71	\$46.55	\$43.87	\$47.83	\$45.07	\$49.14	\$46.35	\$50.55	\$47.74	\$52.07	\$49.18	\$53.63
Senior Operations Analyst	\$58.62	\$65.01	\$61.46	\$66.97	\$62.96	\$68.63	\$64.68	\$70.52	\$66.45	\$72.46	\$68.34	\$74.53	\$70.39	\$76.76	\$72.51	\$79.07
Senior Operations Research Analyst	\$59.62	\$65.01	\$61.46	\$66.97	\$62.96	\$68.63	\$64.68	\$70.52	\$66.45	\$72.46	\$68.34	\$74.53	\$70.39	\$76.76	\$72.51	\$79.07
Senior Budget/Financial Analyst	\$65.30	\$71.20	\$67.32	\$73.35	\$68.96	\$75.16	\$70.85	\$77.23	\$72.78	\$79.39	\$74.85	\$81.62	\$77.10	\$84.08	\$79.41	\$86.60
Budget/Financial Analyst	\$52.36	\$57.09	\$53.98	\$58.81	\$55.30	\$60.27	\$56.81	\$61.93	\$58.36	\$63.63	\$60.02	\$65.45	\$61.82	\$67.41	\$63.68	\$69.44
Senior Accountant	\$59.62	\$65.01	\$61.46	\$66.97	\$62.96	\$68.63	\$64.68	\$70.52	\$66.45	\$72.46	\$68.34	\$74.53	\$70.39	\$76.76	\$72.51	\$79.07
Accounting Technician	\$43.96	\$47.93	\$45.31	\$49.37	\$46.42	\$50.59	\$47.69	\$51.99	\$48.99	\$53.42	\$50.38	\$54.94	\$51.90	\$56.59	\$53.46	\$58.29
Principal Logistician	\$49.62	\$54.10	\$51.15	\$55.73	\$52.40	\$57.11	\$53.89	\$58.68	\$55.30	\$60.30	\$56.87	\$62.02	\$58.58	\$63.88	\$60.34	\$65.80
Logistician	\$43.96	\$47.93	\$45.31	\$49.37	\$46.42	\$50.59	\$47.69	\$51.99	\$48.99	\$53.42	\$50.38	\$54.94	\$51.90	\$56.59	\$53.46	\$58.29
Senior Scientific/Engineering Professional	\$53.08	\$57.88	\$54.72	\$59.62	\$56.06	\$61.10	\$57.59	\$62.78	\$59.16	\$64.51	\$60.84	\$66.35	\$62.67	\$68.34	\$64.55	\$70.40
Scientific/Engineering Professional	\$45.52	\$49.63	\$46.93	\$51.13	\$48.07	\$52.40	\$49.39	\$53.84	\$50.73	\$55.32	\$52.18	\$56.90	\$53.74	\$58.61	\$55.36	\$60.37
Business Reengineering Analyst	\$59.80	\$65.20	\$61.64	\$67.17	\$63.15	\$68.83	\$64.87	\$70.72	\$66.65	\$72.67	\$68.54	\$74.75	\$70.60	\$76.99	\$72.72	\$79.30
Legislative Analyst	\$46.26	\$50.44	\$47.69	\$51.96	\$48.85	\$53.25	\$50.19	\$54.71	\$51.66	\$56.22	\$53.02	\$57.82	\$54.62	\$59.56	\$56.26	\$61.35
Policy Analyst	\$46.26	\$50.44	\$47.69	\$51.96	\$48.85	\$53.25	\$50.19	\$54.71	\$51.66	\$56.22	\$53.02	\$57.82	\$54.62	\$59.56	\$56.26	\$61.35
Technical Editor	\$35.61	\$38.82	\$36.70	\$39.99	\$37.60	\$40.98	\$38.63	\$42.11	\$39.68	\$43.27	\$40.81	\$44.50	\$42.04	\$45.84	\$43.30	\$47.22
Technical Writer	\$35.61	\$38.82	\$36.70	\$39.99	\$37.60	\$40.98	\$38.63	\$42.11	\$39.68	\$43.27	\$40.81	\$44.50	\$42.04	\$45.84	\$43.30	\$47.22
Programmer/Analyst	\$49.57	\$54.04	\$51.10	\$55.67	\$52.34	\$57.05	\$53.77	\$58.62	\$55.24	\$60.23	\$56.81	\$61.95	\$58.52	\$63.82	\$60.28	\$65.73
Graphics Specialist	\$23.61	\$25.75	\$24.34	\$26.52	\$24.94	\$27.18	\$25.62	\$27.93	\$26.32	\$28.70	\$27.07	\$29.52	\$27.88	\$30.40	\$28.72	\$31.32
Security Accreditation Specialist	\$29.22	\$31.86	\$30.12	\$32.82	\$30.86	\$33.64	\$31.70	\$34.56	\$32.57	\$35.51	\$33.49	\$36.53	\$34.50	\$37.62	\$35.54	\$38.75
Configuration Data Manager	\$41.50	\$45.24	\$42.78	\$46.61	\$43.82	\$47.76	\$45.02	\$49.08	\$46.25	\$50.43	\$47.56	\$51.87	\$48.99	\$53.42	\$50.46	\$55.03
Administrative Specialist	\$25.71	\$28.03	\$26.50	\$28.87	\$27.15	\$29.59	\$27.89	\$30.40	\$28.65	\$31.24	\$29.46	\$32.13	\$30.35	\$33.10	\$31.26	\$34.09
Draftsman/Illustrator	\$34.80	\$37.73	\$35.67	\$38.87	\$36.54	\$39.83	\$37.64	\$40.92	\$38.57	\$42.05	\$39.66	\$43.25	\$40.85	\$44.55	\$42.08	\$45.89
Distance Learning Specialist	\$46.26	\$50.44	\$47.69	\$51.96	\$48.85	\$53.25	\$50.19	\$54.71	\$51.66	\$56.22	\$53.02	\$57.82	\$54.62	\$59.56	\$56.26	\$61.35
Public Affairs Specialist	\$59.62	\$65.01	\$61.46	\$66.97	\$62.96	\$68.63	\$64.68	\$70.52	\$66.45	\$72.46	\$68.34	\$74.53	\$70.39	\$76.76	\$72.51	\$79.07
Quality Assurance Specialist	\$29.22	\$31.86	\$30.12	\$32.82	\$30.86	\$33.64	\$31.70	\$34.56	\$32.57	\$35.51	\$33.49	\$36.53	\$34.50	\$37.62	\$35.54	\$38.75
Database Manager/Administrator	\$44.78	\$48.83	\$46.17	\$50.30	\$47.29	\$51.55	\$48.58	\$52.97	\$49.91	\$54.42	\$51.33	\$55.98	\$52.87	\$57.66	\$54.46	\$59.39
Procurement Clerk	\$20.68	\$22.54	\$21.32	\$23.22	\$21.94	\$23.80	\$22.43	\$24.46	\$23.05	\$25.13	\$23.70	\$25.85	\$24.41	\$26.62	\$25.15	\$27.42
Clerical	\$20.68	\$22.54	\$21.32	\$23.22	\$21.84	\$23.80	\$22.43	\$24.46	\$23.05	\$25.13	\$23.70	\$25.85	\$24.41	\$26.62	\$25.15	\$27.42

**Composite Rate**

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## ATTACHMENT 2

### PERSONNEL QUALIFICATIONS

The following paragraphs establish required qualifications for the corresponding labor categories. **Resumes will not be submitted at the task order level** but the company will be required to certify to the contracting officer that the personnel assigned to the task using these labor categories meet the minimum qualifications specified. The contractor will be responsible to maintain proof of qualifications for review or questions on a person's qualifications.

Not all categories listed are key personnel nor do all categories give functional responsibilities. For categories that are not key personnel the Section H provision does not apply for notification of replacement. For those categories that do not list the functional responsibilities industry standards will apply.

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**Title: Project (Task Order) Manager (Key Personnel)**

**Minimum/General Experience:** 8 years of professional experience in managing and conducting technical work assignments.

**Functional Responsibilities:** Responsible for handling the day-to-day management and administration of project tasks. Develops detailed work plans and schedules in response to support service requests. Assigns staff responsibilities and supervises all staff efforts. Utilizes, maintains control over, and redirects available resources as necessary to complete taskings in accordance with scheduled milestones and budgetary constraints. Performs quality checks of all work products. Interacts continually with government technical representatives to present interim results, discuss concerns, and ensure total product/service satisfaction.

**Minimum Education:** Bachelors degree in Business, Engineering, Information Systems Management, or related field.

**Title: Principal Acquisition Specialist (Key Personnel)**

**Minimum/General Experience:** More than 9 years of experience in acquisition engineering and contract management. Working knowledge with the DOD/Federal systems acquisition and procurement process as well as government acquisition or relevant operator experience.

**Functional Responsibilities:** Source of domain expertise in relevant functional areas such as system engineering, business case analysis, data quality management. Collects and analyzes acquisition data. Analyzes and evaluates acquisition programs and/or portfolios. Recommends short and long term solutions to increase efficiency and effectiveness of acquisition programs. Provides technical guidance and advisory assistance in the preparation of supporting acquisition documentation including a statement of objectives (SOOs), statement of work (SOW) requirements, procurement plans, program descriptions, technical specifications, and other required solicitation information. Reviews Request for Proposal (RFP) packages for conformance with all aspects of relevant procurement regulations and validates independent government cost estimates (IGCEs). Provides technical assistance in vendor/acquisition contractor proposal evaluation, COTS/GOTS product analysis, source selection, acceptance testing, and performance monitoring against established benchmarks. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Masters degree in Engineering, Business Management, or related field.

**Title: Senior Acquisition Specialist (Key Personnel)**

**Minimum/General Experience:** More than 6 years of experience in acquisition engineering and contract management. Working knowledge with the DOD/Federal systems acquisition and procurement process as well as government acquisition or relevant operator experience.

**Functional Responsibilities:** Source of domain expertise in relevant functional areas such as system engineering, business case analysis, and data quality management. Collects and analyzes acquisition data. Analyzes and evaluates acquisition programs and/or portfolios. Recommends short and long term solutions to increase efficiency and effectiveness of acquisition programs. Provides technical guidance and advisory assistance in the preparation of supporting acquisition documentation including a statement of objectives (SOOs), statement of work (SOW) requirements, procurement plans, program descriptions, technical specifications, and other required solicitation information. Reviews Request for Proposal (RFP) packages for conformance with all aspects of relevant procurement regulations and validates independent government cost estimates (IGCEs). Provides technical assistance in vendor/acquisition contractor proposal evaluation, COTS/GOTS product analysis, source selection, acceptance testing, and performance monitoring against established benchmarks. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Bachelors degree in Engineering, Business Management, or related field.

**Title: Acquisition Specialist**

**Minimum/General Experience:** More than 3 years of experience in acquisition engineering and contract management. Working knowledge with the DOD/Federal systems acquisition and procurement process as well as government acquisition or relevant operator experience.

**Functional Responsibilities:** Source of domain expertise in relevant functional areas such as system engineering, business case analysis, data quality management methodologies and modeling techniques, information architecture, and object oriented technology. Collects and analyzes acquisition data. Analyzes and evaluates acquisition programs and/or portfolios. Recommends short and long term solutions to increase efficiency and effectiveness of acquisition programs. Provides technical guidance and advisory assistance in the preparation of supporting acquisition documentation including a statement of objectives (SOOs), statement of work (SOW) requirements, procurement plans, program descriptions, technical specifications, and other required solicitation information. Reviews Request for Proposal (RFP) packages for conformance with all aspects of relevant procurement regulations and validates independent government cost estimates (IGCEs). Provides technical assistance in vendor/acquisition contractor proposal evaluation, COTS/GOTS product analysis, source selection, acceptance testing, and performance monitoring against established benchmarks. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Bachelors degree in Engineering, Business Management, or related field.

**Title: Senior Financial Management Analyst (Key Personnel)**

**Minimum/General Experience:** More than 6 years of experience in financial management and/or economic analysis. For DOD assignments, extensive experience in service unique tools, policies, procedures, and documentation (e.g., PPBS, CPR, CSSR, CFSR, C/SCSC, PMD, POMP, SAR, DAES, DoDD 5000.1/5000.2, DoDM 5000).

**Functional Responsibilities:** Provides full financial management and administrative support to include cost estimation and analysis, budget formulation and execution, manpower planning and scheduling, and resource allocation. Uses automated project scheduling and cost tracking

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software to support critical path and integrated master planning analysis. Performs economic analyses for evaluating the total and marginal costs of alternative ways to accomplish strategic business functions. Assists in performing OMB Circular A-76 comparative cost studies to determine whether specified operations should be privatized/outsourced rather than remain in-house. Formulates life cycle cost-benefit analyses based on financial concepts like net present value, return on investment, discounting, and inflation. Applies economic and risk methodologies, tools, and techniques such as function point analysis, learning curves, parametric pricing, and computerized cost modeling.

**Minimum Education:** Masters degree in Business Management, Finance, Economics, Operations Research, Public Administration, or related field.

**Title:** Financial Management Analyst

**Minimum/General Experience:** More than 3 years of experience in financial management and/or economic analysis. For DoD assignments, extensive experience in service unique tools, policies, procedures, and documentation (e.g., PPBS, CPR, CSSR, CFSR, C/SCSC, PMD, PMP, SAR, DAES, DoDD 5000.1/5000.2, DoDM 5000).

**Functional Responsibilities:** Conducts financial management and administrative support services to include cost estimation and analysis, budget formulation and execution, manpower planning and scheduling, and resource allocation. Uses automated project scheduling and cost tracking software to support critical path and integrated master planning analysis. Performs economic analyses for evaluating the total and marginal costs of alternative ways to accomplish strategic business functions. Assists in performing OMB Circular A-76 comparative cost studies to determine whether specified operations should be privatized/outsourced rather than remain in-house. Formulates life cycle cost-benefit analyses based on financial concepts like net present value, return on investment, discounting, and inflation. Applies economic and risk methodologies, tools, and techniques such as function point analysis, learning curves, parametric pricing, and computerized cost modeling.

**Minimum Education:** Bachelors degree in Business Management, Finance, Economics, Operations Research, Public Administration, or related field.

**Title:** Senior Operations Analyst (Key Personnel)

**Minimum/General Experience:** Nine (9) years experience in DoD policy, operations research, special operations, or analysis experience in SOW-related fields with proven government/industry management experience.

**Functional Responsibilities:** Source of domain expertise in relevant functional areas requiring operational expertise. Performs major operational studies, coordinates operational positions with appropriate SOF operators, leads major analysis efforts. Provides technical guidance regarding operational matters and conducts management studies of SOW-related efforts. Interprets operational requirements for inclusion in studies and analysis. Assists in policy development and defines information requirements. Conducts research and prepares presentation material for planning and wargaming efforts.

**Minimum Education:** MBA or MS in business or technical discipline or BA/BS in SOW-related field plus (4) years related experience in addition to the experience requirements set forth above

**Title:** Senior Operations Research Analyst (Key Personnel)

**Minimum/General Experience:** Six (6) years hands-on experience in DoD acquisition program cost and operational effectiveness analysis or Analysis of Alternative decisions

**Functional Responsibilities:** Source of domain expertise in operations research and modeling techniques. Provides overall guidance and direction for conduct of Cost and Operational Effectiveness Analysis (COEA) or newer Analysis of Alternatives (AOA) decision making. Collects and analyzes detail program and equipment information packages, develops tools for analysis, evaluates commercial evaluation approaches, tools and application packages. Works with DoD and Service analysis agencies and understands relevant analysis procedures. Develops metrics and makes recommendations on analysis decisions.

**Minimum Education:** (a) MS Operations Research, Applied Mathematics, or Industrial Engineering (b) BA/BS in Operations Research, Applied Mathematics, or Industrial Engineering plus four (4) years related experience in addition to the experience requirements set forth above

**Title: Senior Budget/Financial Analyst (Key Personnel)**

**Minimum/General Experience:** More than 10 years of experience in Planning, Programming and Budgeting System. Knowledge of automated tools through usage and experience. Knowledge of program planning, scheduling, budget planning and formulation (PPBS), and cost analysis.

**Functional Responsibilities:** Tracks and analyzes budget documents and budgetary information. Monitors financial execution. Prepares budget justification material. Performs financial analysis. Develops funding options. Tracks and researches financial regulations and policies. Develops reports and makes recommendations. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Masters degree in Accounting, Finance or related field.

**Title: Budget/Financial Analyst**

**Minimum/General Experience:** More than 6 years of experience in Planning, Programming and Budgeting System. Knowledge of automated tools through usage and experience. Knowledge of program planning, scheduling, budget planning and formulation (PPBS), and cost analysis.

**Functional Responsibilities:** Tracks and analyzes budget documents and budgetary information. Monitors financial execution. Prepares budget justification material. Performs financial analysis. Develops funding options. Tracks and researches financial regulations and policies. Develops reports and makes recommendations. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Bachelors degree in Accounting, Finance or related field.

**Title: Principal Logistician (Key Personnel)**

**Minimum/General Experience:** More than 9 years of experience in acquisition logistics management and system life cycle support. Working knowledge and/or familiarity with DoD procurement policies and procedures.

**Functional Responsibilities:** Provides technical guidance and advisory assistance in acquisition logistics management to include performing life cycle supportability analyses; developing/reviewing Integrated Logistics Support Plans, and solicitation documentation, and establishing maintenance/support concepts. Assists with the procurement and management processes of support equipment, test equipment, technical orders, spares, training, supply

support, and computer resources. Specializes in planning and managing complex acquisition logistics support activities, developing and reviewing acquisition documentation (e.g., solicitation packages, RFPs, ILSPs).

**Minimum Education:** Masters degree in Technical Discipline, or related field.

**Title Logistician**

**Minimum/General Experience:** More than 6 years of experience in acquisition logistics management and system life cycle support. Working knowledge and/or familiarity with DoD procurement policies and procedures.

**Functional Responsibilities:** Provides acquisition logistics management support to include performing life cycle supportability analyses; developing/reviewing Integrated Logistics Support Plans, and solicitation documentation; and establishing maintenance/support concepts. Assists with the procurement and management processes of support equipment, test equipment, technical orders, spares, training, supply support, and computer resources. Provides functional support in the areas of reliability and maintainability, and acquisition/training documentation development.

**Minimum Education:** Bachelors degree in Technical Discipline, or related field.

**Title: Senior Scientific/Engineering Professional (Key Personnel)**

**Minimum/General Experience:** More than 6 years of experience in providing multi-disciplinary scientific, engineering, and/or analytical services in a technical, production, and/or operational support environment.

**Functional Responsibilities:** Provides life cycle engineering support including mission area planning, requirements analysis, conceptual design/development, and tactical planning as well as cost-schedule-performance trade-off analysis at key decision point milestones. Supplies scientific and technical expertise in relation to specialty engineering disciplines such as environmental, aeronautical, and civil/architectural engineering; human factors; reliability and maintainability; integrated logistic support; manufacturing; system safety; test/evaluation; electromagnetic compatibility; and quality assurance. Also performs new technology and economic feasibility assessments; COTS/GOTS system evaluations; probabilistic modeling and statistical analyses; and risk management/safety studies to reduce threats, mitigate hazards, and control losses.

**Minimum Education:** Masters degree in Engineering, Economics, Operations Research, Applied Mathematics, Physics, or related field.

**Title: Scientific/Engineering Professional (Key Personnel)**

**Minimum/General Experience:** More than 3 years of experience in providing multi-disciplinary scientific, engineering, and/or analytical services in a technical, production, and/or operational support environment.

**Functional Responsibilities:** Conducts life cycle engineering support including mission area planning, requirements analysis, conceptual design/development, and tactical planning as well as cost-schedule-performance trade-off analysis at key decision point milestones. Supplies scientific and technical expertise in relation to specialty engineering disciplines such as environmental, aeronautical, and civil/architectural engineering; human factors; reliability and maintainability;

integrated logistic support; manufacturing; system safety; test/evaluation; electromagnetic compatibility; and quality assurance. Also performs new technology and economic feasibility assessments; COTS/GOTS system evaluations; probabilistic modeling and statistical analyses; and risk management/safety studies to reduce threats, mitigate hazards, and control losses.

**Minimum Education:** Bachelors degree in Technical Discipline, Applied Mathematics, Physics, or related field.

**Title: Business Reengineering Analyst**

**Minimum/General Experience:** Knowledge of the DOD acquisition system through experience and training. Minimum of 8 years business process reengineering experience. Knowledge of current and leading edge business reengineering tools and techniques. Knowledge of current and leading assessment and output metrics tools and techniques through experience. Knowledge of commercial and DOD business reengineering tools, techniques, concepts, theories and philosophies.

**Functional Responsibilities:** Analyzes and evaluates acquisition business practices and entire acquisition system. Recommends and designs strategies to increase the effectiveness and efficiency of acquisition business processes through policy, procedural or cultural changes. Applies enabling technology in reengineering acquisition business processes. Develops reports and recommendations. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Masters degree in relevant field.

**Title: Legislative Analyst**

**Minimum/General Experience:** Knowledge of OSD and Congressional organizations and processes (through experience and training). At least 6 years experience working in the legislative field.

**Functional Responsibilities:** Researches and analyzes public law and congressional reports. Analyzes House/Senate floor activity. Prepares hearing preparation materials. Produces summaries and develops reports. Develops metrics, tracks performance, periodically reports performance metrics, and makes and implements improvement recommendations.

**Minimum Education:** Bachelors degree in relevant field.

**Title: Policy Analyst**

**Minimum/General Experience:** Knowledge of DoD Acquisition, Contracting, Financial Management policies and procedures through experience and training. Knowledge of Planning, Programming and Budgeting System through experience and training. At least 6 years of experience in the acquisition and contracting field with experience in Financial Management.

**Functional Responsibilities:** Analyzes and evaluates acquisition, contracting and financial management policy. Recommend policy changes to increase the effectiveness and efficiency of business processes. Develops reports and recommendations. Develops metrics, track performance, and makes and implements improvement recommendations.

**Minimum Education:** Masters degree in business field.

**Title: Technical Editor**

**Minimum/General Experience:** 5 years of professional editing experience in a technical and/or business environment

**Functional Responsibilities:** Proofreads and performs editorial reviews on all forms of technical documentation and outreach materials. Edits copy for proper grammar, correct word usage, and formal consistency. Assists in finalizing page layouts and maintains version control over documents and supporting graphics.

**Minimum Education:** Bachelors degree in English, Journalism, Education, Communications, or related field.

**Title: Technical Writer**

**Minimum/General Experience:** 5 years of professional writing experience in a technical and/or business environment.

**Functional Responsibilities:** Prepares various types of publications (e.g., assessment reports, analytical handbooks, system specifications, user/training manuals, brochures/pamphlets) by integrating original writing with inputs from technical as well as non-technical professionals. Analyzes industry standards and interprets client requirements for documentation, and establishes formatted style guides. Researches and translates complex technical information, and rewrites it for clarity and readability.

**Minimum Education:** Bachelors degree in English, Journalism, Education, Communications, or related field.

**Title: Public Affairs Specialist**

**Minimum/General Experience:** At least 5 years experience working in the Public Affairs field. Written and oral communications, analysis and interpersonal relation skills.

**Functional Responsibilities:** Administer and perform work involved in establishing and maintaining mutual communications between U.S. Special Operations Command and the general public and various other pertinent publics including internal or external, foreign or domestic audiences. Provide assistance and advice on policy formulation and identifying and carrying out the public communication requirements inherent in disseminating policy decisions, or identifying communication needs and developing information materials that inform appropriate publics of the policies, programs, services and activities of an organization or group.

**Minimum Education:** A Bachelor's Degree OR one (1) full year of graduate level education

**Title: Programmer/Analyst**

**Minimum/General Experience:** Five (5) years experience in system design and programming techniques, operating system software, and data base concepts. Experience in World Wide Web (HTML) applications, Intelligence systems, mass storage archival/retrieval systems, data warehousing, ORACLE and/or SYBASE application development required.

**Functional Responsibilities:** Tracks and analyzes large data bases and analysis used in SOF decision processes. Advises Command on interoperability of various data bases used for systems analysis and financial applications. Develops interoperability programs as required to ensure interoperability, develops metrics and performance reports; makes and implements improvement recommendations for analysis and planning tasks required by individual task orders

**Minimum Education:** None.

**Title: Senior Operating Accountant (Key Personnel)**

**Minimum/General Experience:** More than six years of experience in Accounting operations. Knowledge of automated accounting tools through usage and experience.

**Functional Responsibilities:** Responsible as an operating accountant in resolving complex problems, developing and revising fiscal procedures for CFO compliance, and providing liaison functions between USSOCOM, base organizations, components, theater SOCs, the Defense Finance and Accounting Service (DFAS) and the Services. Also performs duties involving examination, verification, reconciliation, and maintenance of accounts and accounting data in the Services' accounting systems. Researches, designs, and staffs initiatives, data calls, standard operating procedures, and directives for CFO compliance to improve efficiency, effectiveness, certification and accuracy of the USSOCOM accounting reporting. Capable of reconciling USSOCOM accounts to the fiduciary accounting reports received from the Defense Finance Accounting Service (DFAS). Monitors, tracks and reviews obligations, expenditures, reimbursable orders, and requests for allotments, identifying and reporting differences, which are not in keeping with annual budgets, or creates a condition for over or under obligation. Utilizes common accounting methods and techniques, applies basic standard formulas, and contrasts/compares current and historical accounting data with program data in conducting analyses and studies.

**Minimum Education:** Bachelors degree in Accounting, Finance, Business or related field.

**Title:** Accounting Technician (Key Personnel)

**Minimum/General Experience:** More than three years of experience in Accounting operations. Knowledge of automated accounting tools through usage and experience.

**Functional Responsibilities:** Reconciles accounts and provides corrective actions for transactions requiring adjustments. Reviews accounts to determine the accuracy and completeness of accounting data applied against it. Reconciliation of transactions is accomplished by locating and reviewing the open document listings, the contracting status report (7140 report), contractual and other committing/obligating documents, and voucher payments. Verifies and audits closed contracts and takes appropriate preparations of required adjustments. Systematically reviews posting to accounts in subdivisions within the commonly used classes of accounts to ensure all entries are in balance and valid. Coordinates with DFAS sites (Headquarters, Centers and Operating Locations) to obtain documents and discuss required actions.

**Minimum Education:** Associates degree in Accounting, Finance, Business or related field, or additional 3 years of experience in the accounting field

**Other Categories that are applicable:**

Security Accreditation Specialist	Bachelor's Degree	4 years experience
Configuration/Data Manager	Bachelor's Degree	4 years experience
Graphics Specialist	High School	2 years experience
Administrative Specialist	High School	2 years experience
Draftsman/Illustrator	High School	4 years experience
Distance Learning Specialist	Bachelor's Degree	4 years experience
Quality Assurance Specialist	Bachelor's Degree	4 years experience
Database Manager/Administrator	Bachelor's Degree	4 years experience

Procurement Clerk

High School

2 years experience

Clerical

High School

2 years experience

(End of Attachment 2)

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DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

SECURITY CLEARANCE REQUIRED

LEVEL OF SAFEGUARDING REQUIRED

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

X c. SOLICITATION OR OTHER NUMBER  
USZA22-01-R-0012

DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

X a. ORIGINAL (Complete date in all cases)

Date (YYMMDD)

b. REVISED (Supersedes all previous specs) Revision No

Date (YYMMDD)

c. FINAL (Complete Item 5 in all cases)

Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO If YES, complete the following

Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DO FORM 254?  YES  NO If Yes, complete the following

In response to the contractor's request dated retention of the classified material is authorized for the period of

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

To Be Determined

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

DEFENSE SECURITY SERVICE  
SOUTHEAST REGION  
2300 LAKE PARK DRIVE  
SUITE 250  
SMYRNA, GA 30080-7606

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The objective of this contract action is to acquire intellectual capital support in the areas of system acquisition and development, and normal day-to-day business operations.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

YES NO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

b. RESTRICTED DATA

c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION

d. FORMERLY RESTRICTED DATA

e. INTELLIGENCE INFORMATION

f. SPECIAL ACCESS INFORMATION

g. NATO INFORMATION

h. FOREIGN GOVERNMENT INFORMATION

i. LIMITED DISSEMINATION INFORMATION

j. FOR OFFICIAL USE ONLY INFORMATION  
HANDLE IN ACCORDANCE WITH DD FORM 1540/1541

k. OTHER (Specify)

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

YES NO

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

c. RECEIVE AND GENERATE CLASSIFIED MATERIAL

d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE

e. PERFORM SERVICES ONLY

f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES

g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER

h. REQUIRE A COMSEC ACCOUNT

i. HAVE TEMPEST REQUIREMENTS

j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS

k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE

OTHER (Specify) Item 11g. - DD Forms 1540 and 1541 must be executed and endorsed by the government project officer prior to authorized contractor access to DTIC.

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12. PUBLIC RELEASE. Any Information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

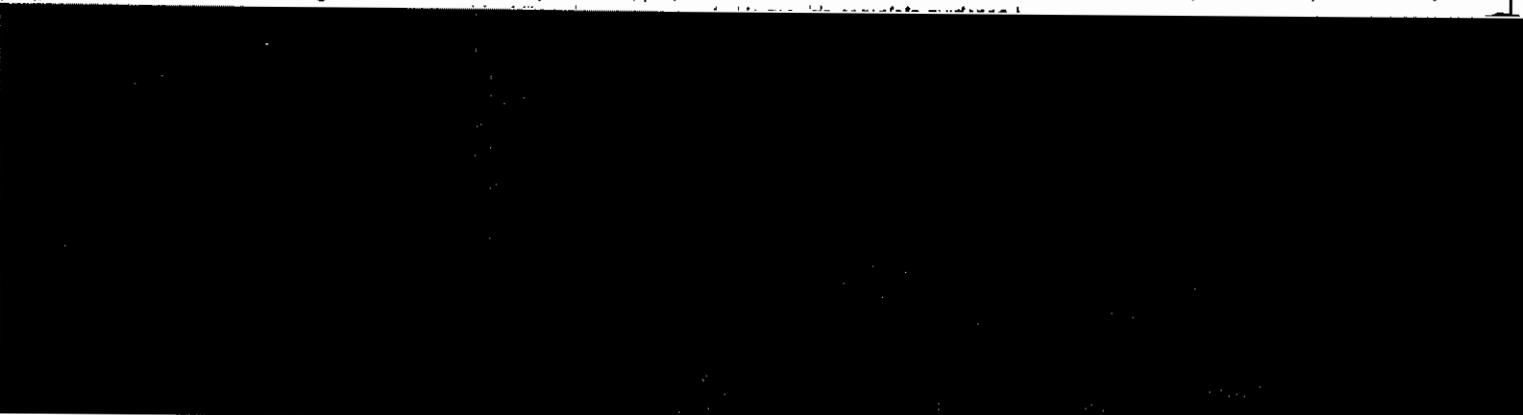
Direct  Through

PUBLIC RELEASE OF ANY INFORMATION PERTAINING TO THIS CONTRACT IS NOT AUTHORIZED

To the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review

\* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

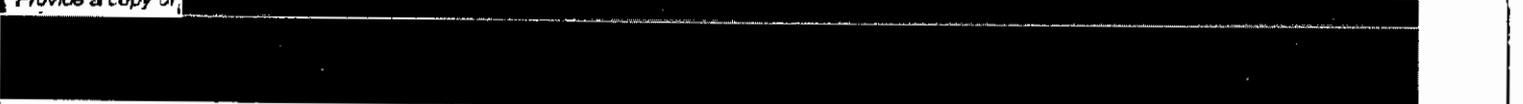
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any



REVIEWED AND APPROVED  
SMSGT RANDALL K. JAMES, USAF  
HQ USSOCOM/SOCS-SMC  
25 JUNE 2001

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. YES NO

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement, which identifies the additional requirements. Provide a copy of



15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. YES NO



16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding any classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a) TYPED NAME OF CERTIFYING OFFICIAL: Joseph Novak  
b) TITLE: Project Manager  
c) TELEPHONE (Include Area Code): (813) 628-9509

d) ADDRESS (Include Zip Code)  
HQ USSOCOM/SOAI  
7701 TAMPA POINT BLVD  
MACDILL AFB, FL 33621-5323

e) SIGNATURE

17. REQUIRED DISTRIBUTION  
X a. CONTRACTOR  
b. SUBCONTRACTOR  
X c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR  
X d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  
X e. ADMINISTRATIVE CONTRACTING OFFICER  
X f. OTHERS AS NECESSARY

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**ATTACHMENT 4**

**Award Term Plan**

**Acquisition, Logistics, Management  
and Business Operations Support**

**USZA22-02-D-0015**

Organization

Part

- I. Introduction
- II. Organizational Structure for Award Term Administration
- III. Evaluation Requirements
- IV. Method for Determining Award Term
- V. Changes in Plan Coverage

Annexes

- III-A Evaluation Periods and Available Award Term Periods
- III-B Grading Table
- III-C Performance Categories and Evaluation Criteria
- IV-A Actions and Schedules for Evaluation Rating and Award Term Determinations
- IV-B General Instructions for Performance Monitors

APPROVED BY:

\_\_\_\_\_  
Harry E Schulte  
Source Selection Authority

\_\_\_\_\_  
Date

## I. Introduction

1. This plan covers the administration of the award term provision of the Special Operations Acquisition Management and Business Operations support contract number USZA22-02-D-0015, dated December 5, 2001, with Gemini Industries, Inc. The contract vehicle includes a mixture of contract type for payment purposes and contains an award term provision for performance as an incentive. It includes firm fixed price, time & materials, and cost reimbursable. The contract was awarded in accordance with the provisions of RFP USZA22-01-R-0001.

2. The following matters, among others, are covered in the contract:

- a. The contractor is required to perform acquisition management, logistics support, and normal business type operations support for the United States Special Operations Command located in Tampa, FL, United States Army Special Operations Command, located in Fayetteville, NC, United States Air Force Command located in Ft Wallon, FL, Naval Special Operations Command located in Coronado, CA and other Special Operations sites. The contract will also allow the services (Army, Navy, Air Force, and Marines) to use this contract in support of the Special Operations mission as applicable.
- b. The term of the contract is from June 01, 2001 through 31 May 2007. The contract shall not exceed 8 years inclusive of all term incentive periods.
- c. The estimated cost of performing the contract is shown in the most recent contract modification.
- d. The available award term is shown in Annex III-A.
- e. The evaluation ratings and award term earned will be determined periodically by the Award Term Determination Official (ATDO) in accordance with this plan.
- f. Special Operations Command may unilaterally change this plan, as covered in Part V and not otherwise requiring mutual agreement under the contract, provided the contractor receives notice of the changes prior to the beginning of the evaluation period to which the changes apply.
- g. Award terms will be conditioned upon:
  - Continuing need
  - Availability of funds, and
  - Continuing price reasonableness
- h. The contract scope may change during the performance of the effort. If the scope is to increase or decrease it will not affect the term incentive unless the contract is terminated for any reason. Otherwise, the term incentive portion of the contract will be valid if paragraph g is true and performance meets the requirements specified in this plan.
- i. Contractor's price proposal – prices for each potential award term incentive shall be established as NTE at the contract award. If a determination is made to award an incentive the contractor will be asked to definitize the established NTE price by the Contracting Officer for the award term portion being awarded. The contractor upon notification by the Contracting Officer will have 45 days to submit a proposal. Definitized prices for the award term incentive, absent any change in Government requirement, shall not exceed the NTE amounts established in the contract.
- j. If the contractor is not awarded the incentive in year 2, 3, 4, the contractor will have the opportunity to "earn" an incentive by corrective action that exceeds the minimum requirements specified in Annex III-A.

## II. Organizational Structure for Award Term Administration

The following organizational structure is established for administering the award term provision of the contract.

1. Award Term Determination Official (ATDO)
  - a. The ATDO is the HQ USSOCOM Director of Procurement.
  - b. Primary ATDO responsibilities are:
    - (1) Determining the evaluation rating for each evaluation period and award term earned for each award term period, as addressed in Part IV.
    - (2) Changing the matters covered in this plan as addressed in Part V as appropriate.
2. Contracting Officer.
  - a. The primary responsibility of the Contracting Officer in regards:
    - (1) Maintaining official paperwork that pertains to the determination.
    - (2) Notifying the contractor in writing of the determination made by the ATDO
3. Primary Contracting Officer's Representative (PCOR)
  - a. The primary responsibility of the PCOR in regards:
    - (1) Consolidating periodic evaluations of contractor performance through quarterly reviews with the CORs
    - (2) Present the Performance Evaluation Report (PER) through the CIO Council covering the findings and recommendations for each evaluation period for an overall Enterprise performance report.
    - (3) Submission of the Performance Evaluation Report (PER) to the ATDO covering the findings and recommendations for each evaluation period, as addressed in Part IV.
    - (4) Consolidate changes in this plan and recommend those appropriate for adoption by the ATDO, as addressed in Part V.
4. Contracting Officer's Representative(s) (COR)
  - a. The COR responsibilities are:
    - (1) Conducting periodic evaluations of contractor performance and the submission of a Performance Evaluation Report (PER) to the PCOR covering the findings and recommendations for each evaluation period, as addressed in Part IV.
    - (2) Attend quarterly reviews called by the PCOR to review findings and recommendations
    - (3) Consider changes to this plan and submit recommendations to the PCOR for appropriate action.
5. Performance Monitors

- a. A Performance Monitor will be assigned to each performance area to be evaluated. The assignment will be made by the COR with agreement by the KO as addressed in Part IV.
- b. Each Performance Monitor will be responsible for complying with the "General Instructions for Performance Monitors," Annex IV-B, and any specific instructions of the COR as addressed in Part IV. The primary Performance Monitor responsibilities are:
  - (1) Monitoring, evaluating and assessing contractor performance in assigned areas.
  - (2) Periodically providing the input to the Performance Monitor Report for the COR as appropriate.
  - (3) Recommending appropriate changes in this plan for consideration, as addressed in Part IV.

### III. Evaluation Requirements

The applicable evaluation requirements are indicated below.

#### Requirement

Evaluation Periods and Available Award Term Periods	Annex III-A
Grading Table	Annex III-B
Performance Categories and Evaluation Criteria	Annex III-C

### IV. Method for Determining Award Term

A determination of the evaluation rating for each 6-month evaluation period, and award term earned for each 1-year award term incentive period, will be made by the ATDO within 40 days after the end of the period. The method to be followed in monitoring, evaluating and assessing contractor performance during the period, as well as for determining the award term earned, is described below. Annex IV-A summarizes the principal activities and schedules involved.

1. The KO will appoint a performance monitor based on the recommendations of the COR who will ensure a performance monitor be assigned for each performance area to be evaluated under the contract. The performance monitors will be selected on the basis of their expertise relative to prescribed performance area emphasis. The KO may change performance monitor assignments at any time without advance notice to the contractor. The COR will coordinate the change through the PCOR who will notify the KO who will notify industry promptly of all performance monitor assignments and changes.
2. The COR will ensure that each performance monitor receives the following:
  - a. A copy of this plan along with any changes made in accordance with Part V
  - b. Appropriate orientation and guidance.
  - c. Specific instructions applicable to the monitors' assigned performance areas.
3. Performance monitors will evaluate and assess contractor performance and discuss the results with contractor personnel as appropriate, in accordance with the "General Instructions for Performance Monitors," Annex IV-B, and the specific instructions and guidance furnished by the PCOR.
4. Performance monitors will submit inputs for Performance Monitor Reports monthly and, if required, make verbal presentations to the COR.

5. The PCOR will prepare the Performance Evaluation Report for the period using the report from the CORs and submit it to the ATDO for use in determining the evaluation rating. The report will contain an adjectival rating and a recommended performance score with supporting documentation.
6. The ATDO will consider the PER and discuss it with the PCOR and other personnel, as appropriate
7. The ATDO will review the results of the PER in determining the evaluation rating for the period. The ATDO's determination of the evaluation rating, including award term earned for each award term period, and the basis for this determination will be stated in the ATDO Letter.
8. The contractor will be notified by the Contracting Officer of the determination.

**V. Changes in Plan Coverage**

**1. Right to Make Unilateral Changes**

Any matters covered in this plan not otherwise requiring mutual agreement under the contract, may be changed unilaterally by Special Operations Command prior to the beginning of an evaluation period by timely notice to the contractor in writing by the Contracting Officer. The changes will be made without formal modification of the contract unless the parties agree that the change constitutes a material change to the ALMBOS.

**2. Steps to Change Plan Coverage**

The following is a summary of the principal actions involved in changing plan coverage.

<u>Action</u>	<u>Schedule</u>
a. COR drafts proposed changes.	Ongoing.
b. COR submits recommended changes to PCOR for approval.	NLT 20 days prior to beginning of evaluation period.
c. PCOR submits recommended changes to ATDO for approval NLT 5 days prior	to beginning of evaluation period.
d. Contracting Officer notifies contractor of changes	Prior to beginning of evaluation period.

The PCOR will establish subsidiary actions and schedules, as necessary, to meet the above schedules.

**3. Method for Changing Plan Coverage**

The method to be followed for changing the plan coverage is described below:

- a. Personnel involved in the administration of the award term provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels or improving the award term determination process. Recommended changes should be sent to the PCOR for consideration and drafting.
- b. Before the beginning of each evaluation period, the PCOR will submit recommended changes, if any, for approval by the ATDO with appropriate comments and justification

c. Before the beginning of each evaluation period, the Contracting Officer will notify the contractor in writing of any changes to be applied during the next period. If the contractor is not provided with this notification, or if the notification is not provided within the agreed-to number of days before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period.

ANNEX III-A TO PEP FOR

Contract No. USZA22-02-D-0015 with Gemini Industries  
Effective 5 Dec 2001

EVALUATION PERIODS AND  
AVAILABLE AWARD TERM INCENTIVE PERIODS

Evaluation Period	Performance Required for Award Term	Available Award Term
Year 1	n/a	n/a
Year 2	Very Good or Excellent (81 - 100)	June 2007 - May 2008
Year 3	Very Good or Excellent (81 - 100)	June 2008 - May 2009
Year 4	Excellent (91 - 100)	June 2009 - May 2010
Year 5	n/a	n/a
Year 6	n/a	n/a
Year 7	n/a	n/a
Year 8	n/a	n/a
Year 9	n/a	n/a

Annex III-B TO PEP FOR

Contract No. USZA22-02-D-0015 with Gemini Industries  
Effective 5 Dec 2001

GRADING TABLE

The following grading table is to be used for this contract. The overall evaluation rating is calculated by applying the numerical scores from each performance category and weighting them appropriately as identified in Annex III-C, "Performance Categories and Evaluation Criteria "

Adjectival Rating	Range of Evaluation Rating	Description
Excellent	(91-100)	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	(81-90)	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Good	(71-80)	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
Satisfactory	(61-70)	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Poor/Unsatisfactory	(less than 61)	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas which adversely affect overall performance.

## ANNEX III-C TO PEP FOR

Contract No. USZA22-02-D-0015 with Gemini Industries  
Effective 5 Dec 2001

### PERFORMANCE CATEGORIES AND EVALUATION CRITERIA

The performance categories to be evaluated are identified below.

#### A. Quality of Service

Assess the service provider's conformance to contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional standards) For example: Are reports/data accurate? Does the service provided meet the specifications of the contract? Does the service provider's work measure up to commonly accepted technical or professional standards? Assess the degree of Government technical direction required to solve problems that arise during performance. (30% evaluation weight)

#### B. Schedule

Assess the timeliness of the service provider against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or effect the schedule variance). This assessment of the service provider's adherence to the required delivery schedule should include the service provider's efforts during the assessment period that contribute to or affect the schedule variance. This element applies to contract closeout activities as well as contract performance. Instances of adverse actions such as the issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems, which may have resulted in variance to the contract schedule and should therefore be noted in the evaluation. (10% evaluation weight)

#### C. Business Relations

Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the service provider's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the service provider met small/small disadvantaged and women-owned business participation goals. Is the service provider oriented toward the customer? Is interaction between the service provider and the Government satisfactory, or does it need improvement? Timely award and management of subcontracts should include subcontract costs and problem resolution. Also, in making the assessment, include the adequacy of the service provider's accounting, billing, and estimating systems; and the service provider's management of Government property (GFP), if a substantial amount of GFP has been provided to the service provider under the contract. (30% evaluation weight)

#### D. Management of Key Personnel

Assess the service provider's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. For example, how well did the service provider match the qualifications of the key position, as described in the contract, with the person who filled the key position? Did the service provider support key personnel so they were able to work effectively? If a key person did not perform well, what action was taken by the service provider to correct this? If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract schedule? (20% evaluation weight)

#### **E. MANAGEMENT OF TEAM**

Assess the service provider's performance in retaining, supporting, and using the original teammates of which the award was based on. For example, how well did the prime manage to the proposal of which they received the basic award? How many new teammates were picked up during this evaluation period, and were they justified? IF a replacement of a subcontractor or teammate was done, was notification provided timely so as not to affect the customer? (10% evaluation weight)

ANNEX IV-A TO PEP FOR

Contract No. USZA22-02-D-0015 with Gemini Industries  
Effective 5 Dec 2001

**ACTIONS AND SCHEDULES FOR EVALUATION RATING AND AWARD TERM DETERMINATIONS**

The following is a summary of the principal actions involved in determining the evaluation ratings for the evaluation periods and the award term earned for award term periods.

<u>Action</u>	<u>Schedule</u>
1. Monitors assess performance and discuss results with contractor.	Ongoing.
2. Industry partner submits self-evaluation	NLT 10 days after end of evaluation period
3. Monitors submit Performance Monitor Reports to COR.	NLT 15 days after end of evaluation period.
4. COR meets with PCOR to discuss PER.	NLT 30 days after end of evaluation period.
5. PCOR briefs PER to ATDO	NLT 35 days after end of evaluation period.
6. ATDO sends ATDO Letter to Contracting Officer	NLT 40 days after end of evaluation period.
7. Award term made to contractor based on contract modification.	NLT 45 days after end of award term period.

The PCOR will establish subsidiary actions and schedules, as necessary, to meet the above schedules.

## ANNEX IV-B TO PEP FOR

Contract No. USZA22-02-D-0015 with Gemini Industries  
Effective 5 Dec 2001

### GENERAL INSTRUCTIONS FOR PERFORMANCE MONITORS

#### 1. Monitoring and Assessing Performance

- a. Monitors will prepare outlines of their assessment plans, and discuss them with appropriate contractor personnel to assure complete understanding of the evaluation and assessment process.
- b. Monitors will plan and carry out on-site assessment visits, as necessary
- c. Monitors will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. This will ensure that the contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.
- d. The monitor will discuss the assessment with contractor personnel as appropriate, noting any observed accomplishments and/or deficiencies. This affords the contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.
- e. Monitors must remember that contacts and visits with contractor personnel are to be accomplished within the context of official contractual relationships. Monitors will avoid any activity or association that might cause, or give the appearance of, a conflict of interest.
- f. Monitor discussions with contractor personnel are not to be used as an attempt to instruct, to direct, to supervise or to control these personnel in the performance of the contract. The role of the monitor is to monitor, assess and evaluate, not to manage the contractor's effort.

#### 2. Documenting Evaluation/Assessment

Monitors will prepare a formal Performance Monitor Report every six months and submit it to the COR in accordance with the following instructions.

Performance Categories – Include an impact statement and performance score.

Evaluation of any new tasks, which are not explicitly covered by an existing performance requirement may be evaluated by an individual write up on the event. Individual events that are covered by an existing performance requirement may also be written up separately if the significance of the event warrants it.

Notification of deficiencies and weaknesses shall be made as soon as possible after identification of the deficiency so that corrective action may be taken. The contractor and performance monitors shall not delay this notification until the submission of the end of period evaluations.

#### 3. Verbal Reports

Monitors will be prepared to make verbal reports of their evaluations and assessments as required by the COR. The COR will be prepared to meet with the PCOR and write the Performance Evaluation Report (PER)

(End of Attachment 4)