

|  |   |   |   |                             |                            |
|--|---|---|---|-----------------------------|----------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)               |   | RATING<br>DO-S1             | PAGE OF PAGES<br>1   37/40 |
| 2. CONTRACT NO.<br>H92222-06-D-0017  | 3. SOLICITATION NO.<br>H92222-06-R-0021 | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 5. DATE ISSUED<br>12 Jun 2006                                   | 6. REQUISITION/PURCHASE NO. |                            |
| 7. ISSUED BY<br>HQ USSOCOM/SOAL-K<br>ATTN: ANITA DELOACH<br>7701 TAMPA POINT BLVD<br>MACDILL AFB FL 33621-5323 |   | CODE<br>H92222  | 8. ADDRESS OFFER TO (If other than Item 7)<br><b>See Item 7</b> |                             | CODE                       |
| TEL: 813-828-2892<br>FAX: 813-828-7504   |   | TEL:  |   | FAX:                        |                            |

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ 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 \_\_\_\_\_ until 01:00 PM local time 12 Jul 2006  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                           |                          |   |  |
|---------------------------|--------------------------|---|--|
| 10. FOR INFORMATION CALL: | A. NAME<br>ANITA DELOACH | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>813-828-2892 | C. E-MAIL ADDRESS<br>julia.deloach@socom.mil |
|---------------------------|--------------------------|---|--|

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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 \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for 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)   |  |
| 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<br>SPECIAL APPLICATIONS GROUP<br>BRYAN S BEAN<br>301 W PLATT ST #431<br>TAMPA FL 33606-2292 | CODE<br>32HY1 | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|--|---------------|----------|---|

|   |  |               |                |
|---|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code)<br>813-254-9050 | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---|--|---------------|----------------|

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

|   |                                  |  |                               |
|---|----------------------------------|--|-------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT<br>\$4,500,000.00 EST | 21. ACCOUNTING AND APPROPRIATION   |                               |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) |                                  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM                          |
| 24. ADMINISTERED BY (If other than Item 7)<br>DCMA ST PETERSBURG<br>GADSDEN BLDG SUITE 200<br>9549 KOGER BLVD.<br>ST PETERSBURG FL 33702-2455         |                                  | 25. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182264<br>COLUMBUS OH 43218-2264 | CODE<br>HQ0338                |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br>ANITA DELOACH<br>TEL: 813-282-8795 EXT 6103      EMAIL: julia.deloach@socom.mil                    |                                  | 27. UNITED STATES OF AMERICA<br><i>Julia A. DeLoach</i><br>(Signature of Contracting Officer)                                    | 28. AWARD DATE<br>06-Sep-2006 |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section B - Supplies or Services and Prices

MIN/MAX

THE MINIMUM AMOUNT OF THIS CONTRACT IS \$450,000. THE MAXIMUM AMOUNT OF THIS CONTRACT IS \$4,500,000. THE MINIMUM AND MAXIMUM AMOUNTS STATED ABOVE ARE TOTAL FOR ALL CONTRACT LINE ITEMS, ALL YEARS AND ALL OPTIONS (IF EXERCISED).

| ITEM NO        | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT   | UNIT PRICE  | MAX AMOUNT   |
|----------------|--|--------------|--------|-------------|--------------|
| 1001           | Program Management Team<br>FFP<br>In accordance with paragraphs 1.2.4 and 2.1 of the SOO<br><br>Funded at Task Order level<br><br>Base Period: 7 September 2006 - 6 September 2007<br>FOB: Destination | 12           | Months | \$28,868.67 | \$346,424.04 |
| MAX<br>NET AMT |  |              |        |             | \$346,424.04 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT        | UNIT PRICE | MAX AMOUNT       |
|---------|-------------------|--------------|-------------|------------|------------------|
| 1002    |                   | 365,540      | Labor Hours | \$1.00     | \$365,540.00 EST |

Observer/Trainer Teams  
LH

In accordance with paragraphs 1.2.5 and 2.2 of the SOO

Maximum Labor Hours: 3600 annually

Funded at Task Order Level

Base Period: 7 September 2006 - 6 September 2007

Labor Categories:

Principle Subject Matter Expert at \$ (b)(4) per hour for \_\_\_ hours

Senior Subject Matter Expert at \$ (b)(4) per hour for \_\_\_ hours

Subject Matter Expert at \$ (b)(4) per hour for \_\_\_ hours

FOB: Destination

TOT MAX PRICE \$365,540.00 EST

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 1003    |                   | UNDEFINED    | Lot  | UNDEFINED  | UNDEFINED  |

Travel  
COST

In accordance with paragraph 4.0 of the SOO

Funded at Task Order Level.

Base Period: 7 September 2006 - 6 September 2007

FOB: Destination

MAX COST \$20,000.00

| ITEM NO | SUPPLIES/SERVICES   | MAX QUANTITY | UNIT   | UNIT PRICE  | MAX AMOUNT   |
|---------|---|--------------|--------|-------------|--------------|
| 2001    | Program Management Team   | 12           | Months | \$44,338.67 | \$532,064.04 |
| OPTION  | FFP<br>In accordance with paragraphs 1.2.4 and 2.1 of the SOO<br><br>Funded at Task Order level<br><br>Option Period 1: 7 September 2007 - 6 September 2008<br>FOB: Destination |              |        |             |              |
|         |   |              |        | MAX NET AMT | \$532,064.04 |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT        | UNIT PRICE    | MAX AMOUNT       |
|---------|--|--------------|-------------|---------------|------------------|
| 2002    | Observer/Trainer Teams   | 365,537      | Labor Hours | \$1.00        | \$365,537.00 EST |
| OPTION  | LH<br>In accordance with paragraphs 1.2.5 and 2.2 of the SOO<br><br>Maximum Labor Hours: 3600 annually<br><br>Funded at Task Order Level<br><br>Option Period 1: 7 September 2007 - 6 September 2008<br><br>Labor Categories:<br>Principle Subject Matter Expert at (b)(4) per hour for ___ hours<br>Senior Subject Matter Expert at (b)(4) per hour for ___ hours<br>Subject Matter Expert at (b)(4) per hour for ___ hours<br><br>FOB: Destination |              |             |               |                  |
|         |  |              |             | TOT MAX PRICE | \$365,537.00 EST |

| ITEM NO | SUPPLIES/SERVICES                                    | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT  |
|---------|--|--------------|------|------------|-------------|
| 2003    | Travel   | UNDEFINED    | Lot  | UNDEFINED  | UNDEFINED   |
| OPTION  | COST   |              |      |            |             |
|         | In accordance with paragraph 4.0 of the SOO          |              |      |            |             |
|         | Funded at Task Order Level.                          |              |      |            |             |
|         | Option Period 1: 7 September 2007 - 6 September 2008 |              |      |            |             |
|         | FOB: Destination                                     |              |      |            |             |
|         |  |              |      | MAX COST   | \$20,000.00 |

| ITEM NO | SUPPLIES/SERVICES                                      | MAX QUANTITY | UNIT   | UNIT PRICE  | MAX AMOUNT   |
|---------|--|--------------|--------|-------------|--------------|
| 3001    | Program Management Team                                | 12           | Months | \$45,669.87 | \$548,038.44 |
| OPTION  | FFP  |              |        |             |              |
|         | In accordance with paragraphs 1.2.4 and 2.1 of the SOO |              |        |             |              |
|         | Funded at Task Order level                             |              |        |             |              |
|         | Option Period 2: 7 September 2008 - 6 September 2009   |              |        |             |              |
|         | FOB: Destination                                       |              |        |             |              |
|         |  |              |        | MAX NET AMT | \$548,038.44 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT        | UNIT PRICE | MAX AMOUNT       |
|---------|-------------------|--------------|-------------|------------|------------------|
| 3002    |                   | 365,537      | Labor Hours | \$1.00     | \$365,537.00 EST |

OPTION Observer/Trainer Teams  
LH  
In accordance with paragraphs 1.2.5 and 2.2 of the SOO

Maximum Labor Hours: 3600 annually

Funded at Task Order Level

Option Period 2: 7 September 2008 - 6 September 2009

Labor Categories:

Principle Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

Senior Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

FOB: Destination

TOT MAX PRICE \$365,537.00 EST

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 3003    |                   | UNDEFINED    | Lot  | UNDEFINED  | UNDEFINED  |

OPTION Travel  
COST  
In accordance with paragraph 4.0 of the SOO

Funded at Task Order Level.

Option Period 2: 7 September 2008 - 6 September 2009

FOB: Destination

MAX COST \$20,000.00

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT   | UNIT PRICE     | MAX AMOUNT   |
|---------|--|--------------|--------|----------------|--------------|
| 4001    | Program Management Team<br>FFP<br>In accordance with paragraphs 1.2.4 and 2.1 of the SOO<br><br>Funded at Task Order level<br><br>Option Period 3: 7 September 2009 - 6 September 2010<br>FOB: Destination | 12           | Months | \$47,037.47    | \$564,449.64 |
|         |  |              |        | MAX<br>NET AMT | \$564,449.64 |

| ITEM NO | SUPPLIES/SERVICES  | MAX QUANTITY | UNIT        | UNIT PRICE    | MAX AMOUNT       |
|---------|--|--------------|-------------|---------------|------------------|
| 4002    | Observer/Trainer Teams<br>LH<br>In accordance with paragraphs 1.2.5 and 2.2 of the SOO<br><br>Maximum Labor Hours: 3600 annually<br><br>Funded at Task Order Level<br><br>Option Period 3: 7 September 2009 - 6 September 2010<br><br>Labor Categories:<br>Principle Subject Matter Expert at (b)(4) per hour for ___ hours<br>Senior Subject Matter Expert at (b)(4) per hour for ___ hours<br>Subject Matter Expert at (b)(4) per hour for ___ hours<br>FOB: Destination | 365,537      | Labor Hours | \$1.00        | \$365,537.00 EST |
|         |  |              |             | TOT MAX PRICE | \$365,537.00 EST |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 4003    | Travel            | UNDEFINED    | Lot  | UNDEFINED  | UNDEFINED  |

OPTION

COST

In accordance with paragraph 4.0 of the SOO

Funded at Task Order Level.

Option Period 3: 7 September 2009 - 6 September 2010

FOB: Destination

MAX COST \$20,000.00

| ITEM NO | SUPPLIES/SERVICES       | MAX QUANTITY | UNIT   | UNIT PRICE  | MAX AMOUNT   |
|---------|-------------------------|--------------|--------|-------------|--------------|
| 5001    | Program Management Team | 12           | Months | \$48,444.93 | \$581,339.16 |

OPTION

FFP

In accordance with paragraphs 1.2.4 and 2.1 of the SOO

Funded at Task Order level

Option Period 4: 7 September 2010 - 6 September 2011

FOB: Destination

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MAX NET AMT \$581,339.16



| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT        | UNIT PRICE | MAX AMOUNT       |
|---------|-------------------|--------------|-------------|------------|------------------|
| 5002    |                   | 365,537      | Labor Hours | \$1.00     | \$365,537.00 EST |

OPTION Observer/Trainer Teams  
LH  
In accordance with paragraphs 1.2.5 and 2.2 of the SOO

Maximum Labor Hours: 3600 annually

Funded at Task Order Level

Option Period 4: 7 September 2010 - 6 September 2011

Labor Categories:

Principle Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

Senior Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

Subject Matter Expert at (b)(4) per hour for \_\_\_ hours

FOB: Destination

TOT MAX PRICE \$365,537.00 EST

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 5003    |                   | UNDEFINED    | Lot  | UNDEFINED  | UNDEFINED  |

OPTION Travel  
COST  
In accordance with paragraph 4.0 of the SOO

Funded at Task Order Level.

Option Period 4: 7 September 2010 - 6 September 2011

FOB: Destination

MAX COST \$19,996.68

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 6001    |                   | UNDEFINED    |      |            | NSP        |

Deliverables  
FFP  
This CLIN applies to all option years.  
The cost of the data and deliverables, including developing, formatting, preparing and reproducing will be included in CLINs 1001, 1002, 2001, 2002, 3001, 3002, 4001, 4002, 5001 and 5002  
FOB: Destination

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|             |        |
|-------------|--------|
| MAX NET AMT | \$0.00 |
|-------------|--------|

## Section C - Descriptions and Specifications

**STATEMENT OF OBJECTIVES****United States Special Operations Command  
Battle Staff and Exercise Support****1.0 INTRODUCTION.**

1.1 Identification: Battle Staff and Exercise Support

**1.2 Background and Objective:**

1.2.1 Background. United States Special Operations Command (USSOCOM) has been designated the Department of Defense (DoD) lead in the Global War on Terrorism (GWOT). In 2004, USSOCOM was directed to develop, train, and on order, deploy Liaison Teams and an Augmentation Element. Subsequent mission analysis determined a requirement for a deliberate training and education program for the Battle Staff. This program includes the CENTER FOR Special Operations (CSO) Warfighter Course, staff training, quarterly ABLE FOCUS and ABLE WARRIOR exercises and USSOCOM participation in the National Exercise Program. The CSO Director identified a shortfall in objective analysis and feedback during these exercises.

1.2.2 The CSO is reviewing/refining/establishing internal processes and conducting training and preparation to enhance the effectiveness of the GWOT Battle Staff. USSOCOM will also organize, train and sustain the Liaison Teams and Augmentation Element to further enable its role as lead to synchronize the GWOT.

1.2.3 USSOCOM is manned by personnel from diverse military backgrounds. The requirement to fight as a functional staff today, and develop capable deployable Liaison Teams and an Augmentation Element, requires active teaching, coaching and mentoring, and an actionable lessons learned program conducted by experienced SO and Joint Staff personnel.

1.2.4 Objective 1. The Contractor will provide a full time Program Management Team to achieve CSO exercise and training objectives for the Battle Staff before, during and after staff training, preparation and exercises.

The Program Management Team will be comprised of a core cadre of high-quality, experienced in Special Operations (SO), interagency and Joint Staff subject matter experts grounded in Joint training doctrine to achieve CSO exercise and training objectives.

The Contractor will provide the CSO with mature, relevant, and respected trainers capable of providing subject matter expertise on writing CSO Training Guidance and Staff Training Requirements. The education and experience of the team members shall be commensurate with their positions. First-hand experience with Special Operations Forces (SOF) is preferred. The Program Management Team will coordinate with the Exercise Control Group, participate in planning conferences, and coordinate with the J7 Lessons Learned section.

The Program Management Team will supervise the Exercise Observer / Trainer (O/T) Team, coordinate with Special Operation Command Joint Forces Command (SOCJFCOM) and participate in all Exercise Planning Conferences.

1.2.5 Objective 2. The Contractor will provide Exercise Observer / Trainer (O/T) Teams as needed, in direct support of exercises, to integrate CSO training objectives, training events, and After Action Reviews (AAR) documentation and follow through. The Exercise O/T Teams will coach, mentor, train and assess the GWOT Battle Staff in concert with CSO-designated training and exercise objectives. The Exercise O/T Teams shall conduct AARs and submit written After Action Packages (AAP) for exercises and training events.

The Exercise O/T Teams will be comprised of high-quality interagency subject matter experts to achieve CSO exercise and training objectives.

The Contractor will provide the CSO with mature, relevant, and respected trainers capable of providing in-exercise coaching and post-exercise feedback to identify weaknesses, sustainable practices and a way ahead. The education and experience of the individuals provided shall be commensurate with the duties of the position they will fill. First-hand SOF experience is preferred.

The Exercise O/T Teams will provide input to the revision and production of key training documents and processes for the Battle Staff, Liaison Teams and Augmentation Element.

The Exercise O/T Teams will integrate with external O/T teams (e.g. SOCJFCOM) and participate in Joint After Action Reviews.

### 1.3 Performance.

#### 1.3.1 Period of Performance (POP):

|              |                                     |
|--------------|-------------------------------------|
| Base Period: | 7 September 2006 – 6 September 2007 |
| Option 1:    | 7 September 2007 – 6 September 2008 |
| Option 2:    | 7 September 2008 – 6 September 2009 |
| Option 3:    | 7 September 2009 – 6 September 2010 |
| Option 4:    | 7 September 2010 – 6 September 2011 |

#### 1.3.2 Place of Performance:

##### 1.3.2.1 Principal Place of Performance

Center for Special Operations  
 HQ, USSOCOM  
 MacDill AFB, FL

1.3.2.2 Exercises and/or training events may be conducted at off-site locations. Costs associated with off-site Contractor support will be approved in advance and billable against the Travel CLIN on the contract/task order.

1.3.3 Normal working hours will be 0800-1700, Monday through Friday (excluding Federal Holidays). These hours may be extended during exercises and training events.

1.3.3.1 The Contractor should be prepared to work weekends, extended hours and be on-call for exercises, training events, and mission critical support. Extended hours must be approved by the Contracting Officer and funding must be on the contract prior to execution.

### 2.0 SCOPE.

2.1. Program Management Team. The Program Management Team will consist of personnel possessing the requisite skills to manage the Observer / Controller and AAR functions of the CSO exercise program.

One member of the Program Management Team will be a Program Manager (PM) and designated as the Task Lead. The PM will be responsible for coordinating CSO training objectives with the USSOCOM Exercise Director and Exercise Control Group. The PM will manage the team to ensure lessons learned and proposed training objectives are designed into CSO designated training events. The main training efforts are the ABLE Exercises, National Exercise Program and sustainment of the CSO Battle Staff.

A Training Management Specialist (TMS) will also be a member of the Program Management Team. TMS duties will include, but are not limited to, organizing and coordinating individual and collective training events, coordinating with the USSOCOM Exercise Director and/or Exercise Control Group, publishing O/T collection and assessment plans, and documenting/sharing AAPs and lessons learned. The PM and the TMS will ensure all AAPs are provided to SOKF-J7-D, the Joint Special Operations University and SOCJFCOM.

**2.2 Exercise Observer / Trainer (O/T) Team.** As required, the Contractor will provide Exercise O/T Teams that are task-tailored to provide recent, relevant SO and interagency subject matter experts in support of exercise events. O/T duties include coaching, mentoring and training USSOCOM exercise participants, providing spot reports to Director, CSO, preparing and facilitating AARs, and submitting a formal AAP for each exercise. O/Ts shall record deficiencies, identify and recommend best practices, and report these observations along with recommended procedural and material solutions to the Director, CSO.

Coverage will include full time observation and assessment during exercises and training events of all staff functional areas, interagency activities and overarching exercise objectives. The O/T Team will report to the PM and the Exercise Director. The O/T Team will consist of SO, Joint doctrine and interagency Subject Matter Experts (SMEs) with recent and relevant operational experience and exercise support perspective. The duration and location of Exercise O/T Teams support will be directed by the Task Lead in coordination with the lead exercise planner.

Composition of the teams will be determined by the Contractor to meet the governments stated objectives and will fluctuate based on exercise objectives.

### **2.3 Training Support.**

- Incorporation of Lessons Learned into exercise development.
- Facilitation of Senior Leader Seminars and Wargaming efforts for ABLE and National Exercise Programs.
- Prepare and train the Battle Staff for real world and exercises.
- Complete O/T coverage of ABLE FOCUS, ABLE WARRIOR and National Exercise Program events.
- A written AAP from ABLE FOCUS, ABLE WARRIOR and National Exercise Program events.

### **3.0 SECURITY CLEARANCE REQUIREMENTS.**

(b)(2) High



### **4.0 TRAVEL.**

4.1. Travel is expected. When required, travel costs will be reimbursable in accordance with the Joint Federal Travel Regulations (JFTR) under the Travel Contract Line Item Number (CLIN) on the contract/task order. Prior to all travel, the Contractor will provide detailed cost estimates (air fare, lodging, ground transportation, meals and incidentals) for Government review and approval.

### **5.0 MATERIALS.**

5.1 The Government will provide the following resources:

5.1.1 Desks, workspace, computers, and telephone access for on-site personnel and on-site work tasks. The government will provide Internet Protocol Router Network Unclassified (NIPR) and Secret Internet Protocol Router Network (SIPR) access and routine office supplies. The government will provide Automated Data Processing (ADP) support for the AAR brief.

5.1.2 ADP Environment.

5.1.2.1 Hardware. The Government shall furnish such office space, computer hardware, and software, reference materials, and access to classified material and telecommunications support (classified and unclassified) as the government deems necessary for the Contractor to perform designated tasks. Contractor may work off site if requested and approved by the Government; using Contractor provided hardware and software.

5.1.2.2 Software. Contractor personnel will have full access to standard CSO software programs.

**6.0 CONTRACT DATA REQUIREMENTS LIST (CDRL).**

- 6.1. The Contractor shall submit all exercise support and training management plans to the CSO or his designated representative for approval and tasking.
- 6.2 The PM will brief the cost and deliverables for each exercise NLT 90 days prior to the planned start of the exercise.
- 6.3 After Action Reviews (AAR). The formal AAR will build on staff feedback and informal hotwashes conducted throughout the training event. The formal AAR is a briefing, following doctrinal principles, to the Director, CSO and his designated staff. This AAR will be delivered verbally with the support of published graphics and will be conducted NLT 48 hours after the formal end of the training event, or as directed by the Exercise Director.
- 6.4 After Action Packages (AAP). The AAP is a written document that captures all issues, observations, discussions and recommendations. It shall be delivered NLT two weeks after the official end of the exercise. The AAP will be a modified version of SOCJFCOM and US Army Battle Command Training Program (BCTP) take home packages.

Section G - Contract Administration Data

**G.1 Requests for Payment**

1. In accordance with DFARS 232.7002, and SOFARS 5652.232-9002, use of electronic payment requests are mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no charges or fees associated with the use of WAWF. For more information please go to <https://wawf.eb.mil>. Additionally, you can take a free tutorial online at <http://www.wawftraining.com/>. Your cognizant local DCMA and DCAA representatives will also be able to assist you in this payment process.

2. The accounts payable address can be found on the Standard Form 26, which is page one of your contract. You can easily access payment information using the DFAS web site at <http://www.dfas.mil>. Your contract number and order number (if applicable), or invoice will be required to inquire status of your payment. Go to DFAS on the web at <http://www.dfas.mil/money/vendor>.

3. The following codes will be required to route your receiving reports, invoices, and additional e-mail to correctly process through the WAWF system.

TYPE OF DOCUMENT:

Vendor/Contractor CAGE CODE:

ISSUING OFFICE DODAAC:

CONTRACT ADMIN DODAAC:

INSPECTION DODAAC/BPN:  PLUS SIX EXT:

ACCEPTOR / SHIP TO DODAAC/BPN:  PLUS SIX EXT:

LOCAL PROCESSING OFFICE:  PLUS SIX EXT:

PAY/DISBURSING OFFICE DODAAC:

**E-MAIL POINT OF CONTACT LISTING**

INSPECTOR:

ACCEPTOR:

CONTRACT ADMINISTRATOR:

**CONTRACTING  
OFFICER:**

julia.deloach@socom.mil

**ADDITIONAL CONTACT:**

spurlik@socom.mil

## Section H – Special Contract Requirements

### H.1. 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 (COR) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

### H.2. 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 or the Civil Service Commission.
- be used in administration or supervision of military procurement activities.

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 issued by command authorities to those 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.3. WORK PERIOD AND AUTHORIZED HOLIDAYS.**

A standard work period is 40 hours per week. Contract performance is in accordance with Section C and includes shift work as necessary to perform this contract. Holidays observed by the Government include:

- 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 proceeding Friday is observed as a holiday by U.S. Government Agencies.

**H.4. ISSUANCE OF TASK ORDERS.**

Upon receipt of the proposal, the Contracting Officer may:

- Issue a task order based upon the proposal furnished;
- Negotiate with the Contractor prior to issuing a task order, or,
- Reject the proposal and cancel the requirement.

Task orders shall be issued on DD Form 1155, Order For Supplies and Services, or similar form.

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

**H.5 AUTHORIZED ORDERING OFFICERS.** Only Government Contracting Officers with current warrants issued by the US Special Operations Command are authorized to issue Task Orders under this contract.

**H.6 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" is 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.7 5652.245-9001 GOVERNMENT FURNISHED PROPERTY**

The contractor will be furnished access to government property in order to perform. The title of the equipment will remain with the government. Specific property to be furnished that is not located within the Government facility will be specified in individual task orders. The contractors may be furnished normal office type support to the extent

contractor personnel are collocated within the government facilities. This means access to computers, desks, facsimile machines, copy machines, telephones, etc.

#### H.8 GOVERNMENT FURNISHED INFORMATION

Government furnished information (GFI) will be furnished to the contractors and made available at the time a task order is issued. The contractors will be responsible for analyzing the data and providing expertise to the Government. GFI provided will pertain to the performance effort.

#### END OF SECTION H

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5652.204-9003 Disclosure of Unclassified Information (2006)

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 552 (10 USC 552). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(End of clause)

##### 5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(End of clause)

## 5652.237-9001 Key Personnel Requirements (2003)

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were 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:

1) If one or more of the key personnel, for any reason, becomes or is 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 an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

All members of the Program Management Team

All members of the Observer/Trainer Teams – Resumes will be required with task order proposals.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                    |   |          |
|--------------------|---|----------|
| 52.219-27          | Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside                                   | MAY 2004 |
| 52.222-3           | Convict Labor   | JUN 2003 |
| 52.222-4           | Contract Work Hours and Safety Standards Act - Overtime Compensation                                      | JUL 2005 |
| 52.222-21          | Prohibition Of Segregated Facilities  | FEB 1999 |
| 52.222-26          | Equal Opportunity   | APR 2002 |
| 52.222-35          | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36          | Affirmative Action For Workers With Disabilities  | JUN 1998 |
| 52.222-37          | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.223-6           | Drug-Free Workplace   | MAY 2001 |
| 52.228-5           | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.232-1           | Payments  | APR 1984 |
| 52.232-7 Alt II    | Payments Under Time-And-Materials And Labor Hour Contracts (Aug 2005) - Alternate II                      | FEB 2002 |
| 52.232-18          | Availability Of Funds   | APR 1984 |
| 52.232-19          | Availability Of Funds For The Next Fiscal Year  | APR 1984 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration                                     | OCT 2003 |
| 52.233-1 Alt I     | Disputes (Jul 2002) - Alternate I   | DEC 1991 |
| 52.233-3 Alt I     | Protest After Award (Aug 1996) - Alternate I  | JUN 1985 |
| 52.233-4           | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.237-2           | Protection Of Government Buildings, Equipment, And Vegetation   | APR 1984 |
| 52.237-3           | Continuity Of Services  | JAN 1991 |
| 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 |
| 52.243-4           | Changes   | AUG 1987 |
| 52.243-5           | Changes and Changed Conditions  | APR 1984 |
| 52.243-7           | Notification Of Changes   | APR 1984 |
| 52.244-2           | Subcontracts  | AUG 1998 |
| 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  | MAY 2001 |
| 52.248-1           | Value Engineering   | FEB 2000 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-Price)   | MAY 2004 |
| 52.249-14          | Excusable Delays  | APR 1984 |
| 252.201-7000       | Contracting Officer's Representative  | DEC 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                      | DEC 2004 |
| 252.204-7000       | Disclosure Of Information   | DEC 1991 |
| 252.204-7003       | Control Of Government Personnel Work Product  | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A  | NOV 2003 |
| 252.204-7005       | Oral Attestation of Security Responsibilities   | NOV 2001 |
| 252.223-7004       | Drug Free Work Force  | SEP 1988 |
| 252.232-7003       | Electronic Submission of Payment Requests   | MAY 2006 |

|              |  |          |
|--------------|--|----------|
| 252.243-7001 | Pricing Of Contract Modifications                                  | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment                                  | MAR 1998 |
| 252.247-7023 | Alt III Transportation of Supplies by Sea (May 2002) Alternate III | MAY 2002 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 August 2006 through 31 July 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 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, 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 \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 1 day 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 2 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 clause)

## 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 July 2012.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option 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 option by written notice to the Contractor within 1 day.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

## 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>

(End of clause)

## 5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

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 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. In the event the Contractor effects any change at the direction of any person other 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 cost incurred as a result thereof. The address and telephone number of the Contracting Officer is Ms. Karene Spurlin, spurlik@socom.mil

(End of clause)

## 5652.216-9004 Procedures for Issuing Task Orders under Single Award, Indefinite Delivery-Indefinite Quantity Contracts (2003)

(a) 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 either in writing/by telephone/electronic transmission. Each request will include, but not necessarily be limited to, the following:

- 1) Request for proposal number and/or title;
- 2) Contract Number;
- 3) Statement of Work;
- 4) Instructions to Offerors;
- 5) Services to be performed and performance period; and
- 6) A listing of Government furnished property to be provided to the Contractor, if required.

(b) 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.

(c) 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 20 days to submit their proposals, unless:

- 1) A longer timeframe is specified in the request for task order proposal, or
- 2) It is an urgent requirement.

## 5652.216-9005 Government Down Time for Various Reasons (2005)

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated 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.

(a) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

(b) If the installation closure causes a delay in the work required by the contract, the Government may:

- (i) 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) terminate the work or a portion of the work.
- (iii) reschedule the work on any day satisfactory to both parties.
- (iv) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.
- (v) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.

(End of clause)

## 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/cp/contentView.do?P=MTT&contentId=13265&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/cp/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(End of clause)



## 5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(End of clause)

## 5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(End of clause)

## 5652.246-9002 Statement of Services Rendered and Accepted (2001) Section I

(a) The contractor shall submit a Material Inspection and Receiving Report DD Form 250, to the address in Block 7 of the SF33 upon completion of the services called for in the contract. Services performed satisfactorily will be accepted by the COR on the DD form 250.

(b) The contractor shall submit payment requests through Wide Area WorkFlow (WAWF). Refer to G.1.

(End of clause)

## 5652.252-9000 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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

| CONTRACT DATA REQUIREMENTS LIST<br><i>(1 Data Item)</i>  |  |  |  | Form Approved<br>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.<br>6001  |  | B. EXHIBIT<br>A                        | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> |                                    |           |              |       |
| D. SYSTEM/ITEM<br>CSO Battle Staff   |  | E. CONTRACT/PR NO.<br>H92222-06-D-0017 |  | F. CONTRACTOR                      |           |              |       |
| 1. DATA ITEM NO.<br>6.1  | 2. TITLE OF DATA ITEM<br>Exercise Support and Training Management Plan |  |  | 3. SUBTITLE                        |           |              |       |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-ADMIN-81373/T   |  | 5. CONTRACT REFERENCE<br>SOO para. 6.0 |  | 6. REQUIRING OFFICE<br>USSOCOM-CSO |           |              |       |
| 7. DD 254 REQ  | 9. DIST STATEMENT REQUIRED   | 10. FREQUENCY<br>See Block 16          | 12. DATE OF FIRST SUBMISSION<br>See Block 16                                 | 14. DISTRIBUTION                   |           |              |       |
| 8. APP CODE<br>N/A   |  | 11. AS OF DATE<br>N/A                  | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Block 16                            | a. ADDRESSEE                       | b. COPIES |              |       |
| 16. REMARKS<br><br>Electronic submission is required<br><br>Block 4. Contractor format is acceptable.<br>Block 10/12/13.<br>The Contractor shall submit all exercise support and training management plans to the CSO or his designated representative for approval and tasking.   |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  | CSO                                | Draft     | Final<br>Reg | Repro |
|  |  |  |  | SOAL-KB                            |           | 1            |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
|  |  |  |  |                                    |           |              |       |
| 15. TOTAL  |  |  |  |                                    | 2         |              |       |
| G. PREPARED BY   |  | H. DATE                                |  | I. APPROVED BY                     |           | J. DATE      |       |

| CONTRACT DATA REQUIREMENTS LIST<br><i>(1 Data Item)</i>  |   |   |  | Form Approved<br>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.<br>6001  |   | B. EXHIBIT<br>A                                   |  | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> |                                    |         |       |       |
| D. SYSTEM/ITEM<br>CSO Battle Staff   |   |   | E. CONTRACT/PR NO.<br>H92222-06-D-0017       |  | F. CONTRACTOR                      |         |       |       |
| 1. DATA ITEM NO.<br>6.2  | 2. TITLE OF DATA ITEM<br>Exercise Cost and Deliverables |   |  | 3. SUBTITLE  |                                    |         |       |       |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-ADMIN-81373/T   |   |   | 5. CONTRACT REFERENCE<br>SOO para. 6.0       |  | 6. REQUIRING OFFICE<br>USSOCOM-CSO |         |       |       |
| 7. DD 254 REQ  | 9. DIST STATEMENT REQUIRED                              | 10. FREQUENCY<br>See Block 16                     | 12. DATE OF FIRST SUBMISSION<br>See Block 16 |  | 14. DISTRIBUTION                   |         |       |       |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>N/A                                   | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Block 16 | a. ADDRESSEE                                 |  | b. COPIES                          |         |       |       |
| 16. REMARKS<br><br>Electronic submission is required.<br><br>Block 4. Contractor format is acceptable.<br>Block 10/12/13. The PM will brief the cost and deliverables for each exercise NLT 90 days prior to the planned start of the exercise.  |   |   |  |  |                                    | Draft   | Final |       |
|  |   |   |  |  |                                    |         | Reg   | Repro |
|  |   |   |  |  | CSO                                |         | 1     |       |
|  |   |   |  |  | SOAL-KB                            |         | 1     |       |
|  |   |   |  |  |                                    |         |       |       |
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|  |   |   |  |  |                                    |         |       |       |
|  |   |   |  |  | 15. TOTAL                          |         |       |       |
| G. PREPARED BY   |   | H. DATE   |  | I. APPROVED BY   |                                    | J. DATE |       |       |

| CONTRACT DATA REQUIREMENTS LIST<br><i>(1 Data Item)</i>  |  |  |   |  | Form Approved<br>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.<br>6001  |  | B. EXHIBIT<br>A                        |   | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> |                                    |           |       |       |
| D. SYSTEM/ITEM<br>CSO Battle Staff   |  |  | E. CONTRACT/PR NO.<br>H92222-06-D-0017            |  | F. CONTRACTOR                      |           |       |       |
| 1. DATA ITEM NO.<br>6.3  | 2. TITLE OF DATA ITEM<br>After Action Review |  |   | 3. SUBTITLE  |                                    |           |       |       |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-ADMIN-81373/T   |  | 5. CONTRACT REFERENCE<br>SOO para. 6.0 |   | 6. REQUIRING OFFICE<br>USSOCOM-CSO   |                                    |           |       |       |
| 7. DD 254 REQ  | 9. DIST STATEMENT REQUIRED                   | 10. FREQUENCY<br>See Block 16          | 12. DATE OF FIRST SUBMISSION<br>See Block 16      |  | 14. DISTRIBUTION                   |           |       |       |
| 8. APP CODE<br>N/A   |  | 11. AS OF DATE<br>N/A                  | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Block 16 |  | a. ADDRESSEE                       | b. COPIES |       |       |
| 16. REMARKS<br><br>Block 4. Contractor format is acceptable.<br>Block 10/12/13. After Action Reviews (AAR). The formal AAR will build on staff feedback and informal hotwashes conducted throughout the training event. The formal AAR is a briefing, following doctrinal principles, to the Director, CSO and his designated staff. This AAR will be delivered verbally with the support of published graphics and will be conducted NLT 48 hours after the formal end of the training event, or as directed by the Exercise Director.  |  |  |   |  |                                    | Draft     | Final | Repro |
|  |  |  |   |  | CSO                                |           | 1     |       |
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|  |  |  |   |  |                                    |           |       |       |
|  |  |  |   |  | 15. TOTAL                          |           |       |       |
| G. PREPARED BY   |  | H. DATE                                |   | I. APPROVED BY   |                                    | J. DATE   |       |       |

| CONTRACT DATA REQUIREMENTS LIST<br><i>(1 Data Item)</i>  |   |   |  | Form Approved<br>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.<br>6001  |   | B. EXHIBIT<br>A                                   |  | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> |                  |               |       |
| D. SYSTEM/ITEM<br>CSO Battle Staff   |   |   | E. CONTRACT/PR NO.<br>H92222-06-D-0017       |  |                  | F. CONTRACTOR |       |
| 1. DATA ITEM NO.<br>6.4  | 2. TITLE OF DATA ITEM<br>After Action Package |   |  | 3. SUBTITLE  |                  |               |       |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-ADMIN-81373/T   |   | 5. CONTRACT REFERENCE<br>SOO para. 6.0            |  | 6. REQUIRING OFFICE<br>USSOCOM-CSO   |                  |               |       |
| 7. DD 254 REQ  | 9. DIST STATEMENT REQUIRED<br>D               | 10. FREQUENCY<br>See Block 16                     | 12. DATE OF FIRST SUBMISSION<br>See Block 16 |  | 14. DISTRIBUTION |               |       |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>N/A                         | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Block 16 |  | a. ADDRESSEE   | b. COPIES        |               |       |
| 16. REMARKS<br><br>Electronic submission is required.<br><br>Block 4. Contractor format is acceptable.<br>Block 10/12/13. After Action Packages (AAP). The AAP is a written document that captures all issues, observations, discussions and recommendations. It shall be delivered NLT two weeks after the official end of the exercise. The AAP will be a modified version of SOCJFCOM and US Army Battle Command Training Program (BCTP) take home packages.  |   |   |  |  | Draft            | Final         |       |
|  |   |   |  |  |                  | Reg           | Repro |
|  |   |   |  | CSO  |                  | 1             |       |
|  |   |   |  | SOKF-J7-D  |                  | 1             |       |
|  |   |   |  | JSOU   |                  | 1             |       |
|  |   |   |  | SOCJFCOM   |                  | 1             |       |
|  |   |   |  |  |                  |               |       |
|  |   |   |  |  |                  |               |       |
|  |   |   |  |  |                  |               |       |
|  |   |   |  |  |                  |               |       |
| 15. TOTAL  |   |   |  |  | 4                |               |       |
| G. PREPARED BY   |   | H. DATE   |  | I. APPROVED BY   |                  | J. DATE       |       |

|   |  |   |   |   |               |
|---|--|---|---|---|---------------|
| <b>DEPARTMENT OF DEFENSE<br/>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b><br><i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>  |  | <b>1. CLEARANCE AND SAFEGUARDING</b>  |   |   |               |
|   |  | a. FACILITY CLEARANCE REQUIRED<br><span style="background-color: black; color: black;">(b)(2)High</span>    |   |   |               |
|   |  | b. LEVEL OF SAFEGUARDING REQUIRED<br><span style="background-color: black; color: black;">[REDACTED]</span> |   |   |               |
| <b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>   |  | <b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>   |   |   |               |
| <input checked="" type="checkbox"/>   | a. PRIME CONTRACT NUMBER<br>H92222-06-D-0017 | <input checked="" type="checkbox"/>   | a. ORIGINAL (Complete date in all cases)  | Date (YYMMDD)<br>06/09/05   |               |
| <input type="checkbox"/>  | b. SUBCONTRACT NUMBER                        | <input type="checkbox"/>  | b. REVISED (Supersedes all previous specs)  | Revision No.  | Date (YYMMDD) |
| <input type="checkbox"/>  | c. SOLICITATION OR OTHER NUMBER              | DUE DATE (YYYYMMDD)   | <input type="checkbox"/>  | c. FINAL (Complete Item 5 in all cases)   | Date (YYMMDD) |
| <b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, complete the following<br>Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract     |  |   |   |   |               |
| <b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following:<br>In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____ |  |   |   |   |               |
| <b>6. CONTRACTOR</b> (Include Commercial and Government Entity (CAGE) Code)   |  |   |   |   |               |
| a. NAME, ADDRESS, AND ZIP CODE<br>Special Applications Group, LLC<br>301 W. Platt Street #431<br>Tampa, FL 33606<br>813-254-9050  |  | b. CAGE CODE<br><br>32HY1   | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)<br>Defense Security Service<br>P.O. Box 254036<br>Patrick AFB, FL 32925-0036 |   |               |
| <b>7. SUBCONTRACTOR</b>   |  |   |   |   |               |
| a. NAME, ADDRESS, AND ZIP CODE  |  | b. CAGE CODE  | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  |   |               |
| <b>8. ACTUAL PERFORMANCE</b>  |  |   |   |   |               |
| a. LOCATION<br><span style="background-color: black; color: black;">(b)(2)High</span>   |  | b. CAGE CODE<br><br>N/A   | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)<br>SOCS-PM-SM<br>7701 Tampa Point Blvd.<br>MacDill AFB, FL 33621             |   |               |
| <b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  |  |   |   |   |               |
| <b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>  |  | YES   | NO  | <b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>  |               |
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION   |  | <span style="background-color: black; color: black;">(b)(2)High</span>                                      | <span style="background-color: black; color: black;">(b)(2)High</span>  | a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY             |               |
| b. RESTRICTED DATA  |  |   |   | b. RECEIVE CLASSIFIED DOCUMENTS ONLY  |               |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION   |  |   |   | c. RECEIVE AND GENERATE CLASSIFIED MATERIAL   |               |
| d. FORMERLY RESTRICTED DATA   |  |   |   | d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE  |               |
| e. INTELLIGENCE INFORMATION   |  |   |   | e. PERFORM SERVICES ONLY  |               |
| (1) Sensitive Compartmented Information (SCI)   |  |   |   | f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES |               |
| (2) Non-SCI   |  | g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER                |   |   |               |

|  |             |  |             |
|--|-------------|--|-------------|
| f. SPECIAL ACCESS INFORMATION  | (b)(2) High | SECONDARY DISTRIBUTION CENTER<br>h. REQUIRE A COMSEC ACCOUNT | (b)(2) High |
| g. NATO INFORMATION  |             | i. HAVE TEMPEST REQUIREMENTS                                 |             |
| h. FOREIGN GOVERNMENT INFORMATION  |             | j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS             |             |
| i. LIMITED DISSEMINATION INFORMATION                                     |             | k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE          |             |
| j. FOR OFFICIAL USE ONLY INFORMATION<br>WILL BE HANDLED IAW DOD 5400.7-R |             | l. (b)(2) High   |             |
| (b)(2) High  |             |  |             |

DD Form 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE

**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  eases shall  tted for approval prior to release.

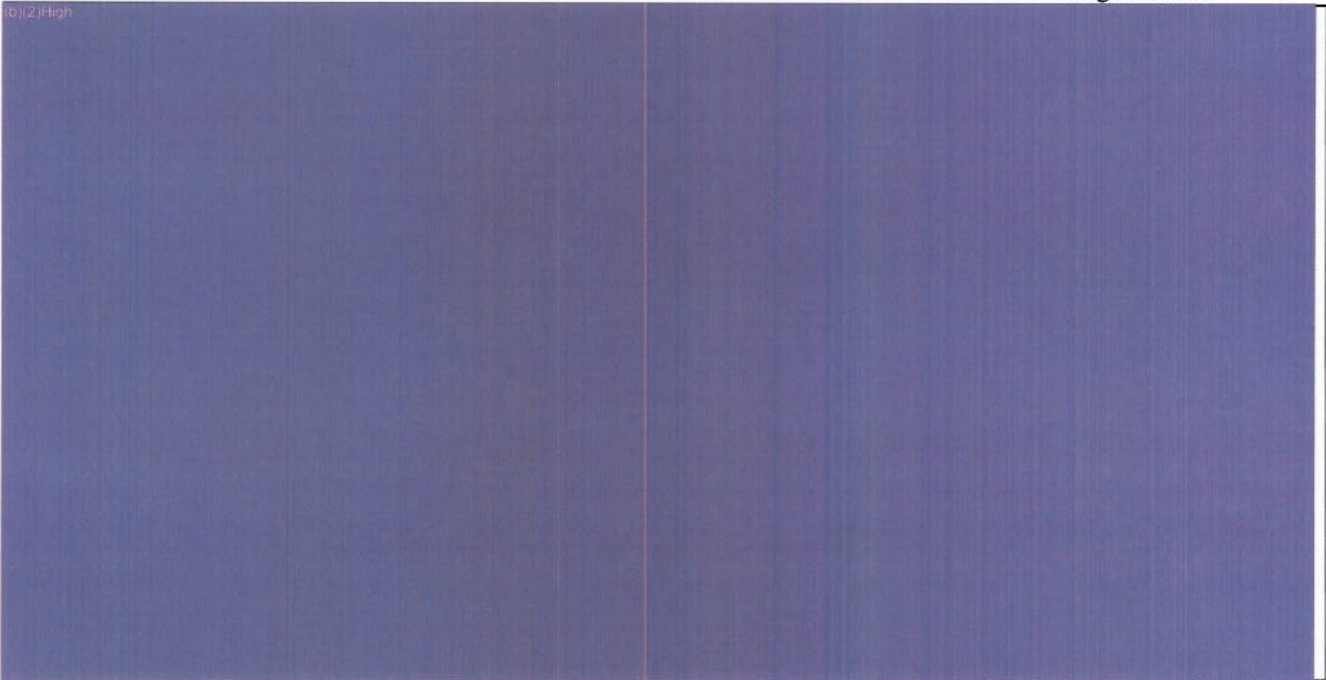
Direct  Through (Specify)

**Requests must be forwarded through the certifying official (block 16) to USSOCOM Office of Public Affairs (SOCS-PA)**

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. The contractor may also challenge guidance or the classification assigned to any information or material furnished or generated under this contract; and may submit 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 documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

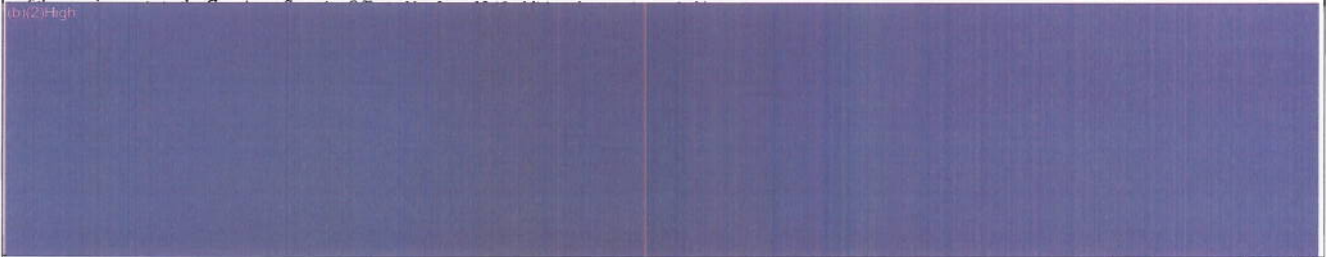
(b)(2) High



**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. YES

NO

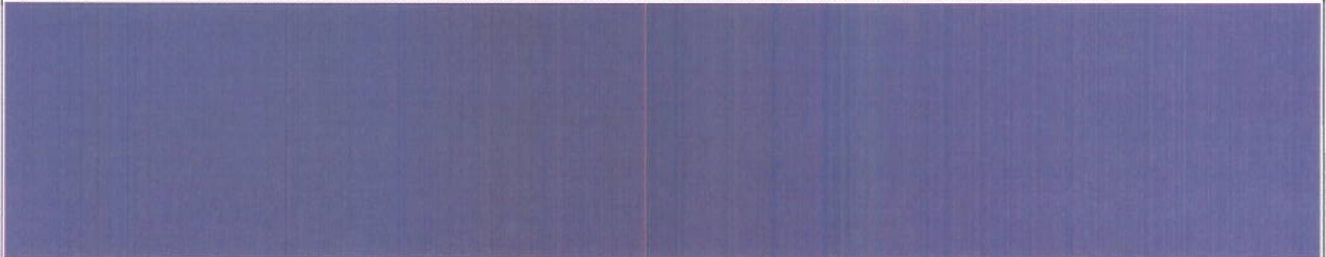
*(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement, which identifies the additional requirements. Provide a copy*



**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the Cognizant Security Office. YES

NO

*(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*



**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the 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



b. TITLE  
CSO OPERATIONS OFFICER

c. TELEPHONE (Include Area Code)



d. ADDRESS (Include Zip Code)

**17. REQUIRED DISTRIBUTION**



|  |                                     |   |
|--|-------------------------------------|---|
| <b>7701 Tampa Point Blvd</b><br><b>MacDill AFB, FL 33621</b> | <input checked="" type="checkbox"/> | a. CONTRACTOR   |
|  | <input type="checkbox"/>            | b. SUBCONTRACTOR  |
|  | <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| e. SIGNATURE<br><br>// ORIGINAL SIGNED //                    | <input type="checkbox"/>            | D. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
|  | <input checked="" type="checkbox"/> | E. ADMINISTRATIVE CONTRACTING OFFICER                             |
|  | <input checked="" type="checkbox"/> | F. OTHERS AS NECESSARY (b)(6)                                     |

(b)(2)-Egn



(b)(2) High



**FOUO DD FORM 254 ADDENDUM**

**Contract Number:** H92222-06-D-0017

**PROTECTING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION****1. GENERAL:**

- a. The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
- b. Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.
- c. Use of the above markings does not mean that the information cannot be released to the public under FOIA, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

**2. MARKINGS:**

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.
- b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."
- c. Any "For Official Use Only" information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer.

"This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. Exemptions apply."

- d. Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

- 3. DISSEMINATION:** Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract. Contractors must ensure employees and subcontractors are aware of the special handling instructions detailed below.
- 4. STORAGE:** During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after- hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.
- 5. TRANSMISSION:** "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. DoD components, officials of DoD components, and authorized DoD contractors, consultants, and grantees send FOUO information to each other to conduct official DoD business. Tell recipients the status of such information, and send the material in a way that prevents unauthorized public disclosure. Make sure documents that transmit FOUO material call attention to any FOUO attachments. Normally, you may send FOUO records over facsimile equipment. To prevent unauthorized disclosure, consider attaching special cover sheets, the location of sending and receiving machines, and whether authorized personnel are around to receive FOUO information. FOUO information may be passed to officials in other departments and agencies of the executive and judicial branches to fulfill a government function. Mark the records "For Official Use Only" and tell the recipient the information is exempt from public disclosure under the FOIA and requires special handling.
- 6. DISPOSITION:** When no longer needed, FOUO information must be shredded.
- 7. UNAUTHORIZED DISCLOSURE:** Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions and disciplinary action may be taken against those responsible.