

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 29
2. CONTRACT NO. USZA22-02-D-0019	3. SOLICITATION NO. USZA22-01-R-0020	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Nov 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND/SOAL-K 7701 TAMPA POINT BLVD. ATTN: SUSAN GRIFFIN MACDILL AFB FL 33621-5323		CODE: USZA22	8. ADDRESS OFFER TO (If other than Item 7) CODE: See Item 7	
		TEL: 813-828-7411 FAX: 813-828-7504/4838	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 _____ local time _____ (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 MICHAEL R. HOLLAND	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 813 828 7659	C. E-MAIL ADDRESS hollandm2@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 TAOS INDUSTRIES, INC 166 JETPLEX LANE MADISON AL 35758	CODE: OWGXS	FACILITY:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JOHN HAMILTON	
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15B. TELEPHONE NO (Include area code) 256-772-7743, EXT. 116	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED ALL ITEMS	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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 Section G
24. ADMINISTERED BY (If other than Item 7) CODE: S0101A DCMA BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE., NORTH, RM 201 BIRMINGHAM AL 35203-2376		25. PAYMENT WILL BE MADE BY CODE: HQ0303 DFAS ROCK ISLAND OPLOC BUILDING 68 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299	
26. NAME OF CONTRACTING OFFICER (Type or print) SUSAN M GRIFFIN		27. UNITED STATES OF AMERICA <i>Susan M Griffin</i> (Signature of Contracting Officer)	28. AWARD DATE 4/1/02

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

USZA22-02-D-0019

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Technical and Procurement Support CPFF - CPFF - The Contractor shall furnish the necessary personnel and material and conduct the necessary travel 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 from date of award thru 30 Sep 06		Dollars, U.S.		
0002	Technical Data - Contractor shall deliver contract data requirements IAW the SOW and CDRL A001 and A002. All costs associated with contract data requirements are not separately priced and are included in the costs of CLIN 0001 from date of contract award thru 30 Sep 06		Lot		NSP

SECTION C Descriptions and Specifications

Statement of Work
For
Technical Support and Procurement of Foreign Material

1. Scope: This statement of Work (SOW) defines the effort required to provide procurement and technical support as tasked by the United States Special Operations Command (USSOCOM) in the area of foreign material. This work will be performed by the contractor in accordance with task orders issued by the USSOCOM contracting office.

2. Applicable Documents/References:

- a. Title 10, U.S. Code, Section 167 (10 USC 167).
- b. Department of Defense (DoD) Directive (DoDD) 5000.1, *The Defense Acquisition System*, 23 October 2000 with Change 1, 4 January 2001.
- c. DoD Instruction (DoDI) 5000.2, *Operation of the Defense Acquisition System*, Change 1, 4 January 2001.
- d. DoD Regulation (DoDR) 5000.2-R, *Mandatory Procedures for Major Defense Acquisition Programs (MDAPS) and Major Automated Information Systems (MAIS) Acquisition Programs*, June 2001.
- e. reserved.
- f. Memorandum, HQ USSOCOM/Office of the Commander in Chief (USCINCSOC), Subject: USSOCOM Policy on Acquisition Management Responsibilities, 12 February 1996.

3. Requirements (Coordinating Instructions/Remarks)

3.1 General Requirements.

- 3.1.1 The contractor shall provide program management, logistics sustainment support, quality assurance, technical support, and procurement ability, in accordance with individual task orders and this statement of work.
- 3.1.2 The contractor shall comply with all environmental, health and/or safety regulations and requirements.

3.2 Specific Requirements

- 3.2.1 The contractor shall procure foreign/US obsolete material (that which is nonstandard to the US and is produced outside its borders) weapons,

ammunition, mines, technical data, support information, communication equipment, and vision devices and/or related materials as required by individual task orders. The contractor shall be flexible to procure any material that is nonstandard/obsolete to the US.

- 3.2.2 The contractor's global contacts shall be reliable sources that provide reliable and safe material. Safety and Reliability Certifications shall be required for all material.
- 3.2.3 The contractor shall provide technical expertise and support in distinguishing different types of foreign material.
- 3.2.4 The contractor shall have a thorough knowledge of the foreign material to include, its use, the origin of the material, handling specs, demiling procedures, safety hazards associated with the weapon, global limitations of materials to include their shipment and use.
- 3.2.5 The contractor shall deliver weapons and materials on a routine or accelerated delivery basis as detailed in the task orders.

3.3 Deliverables

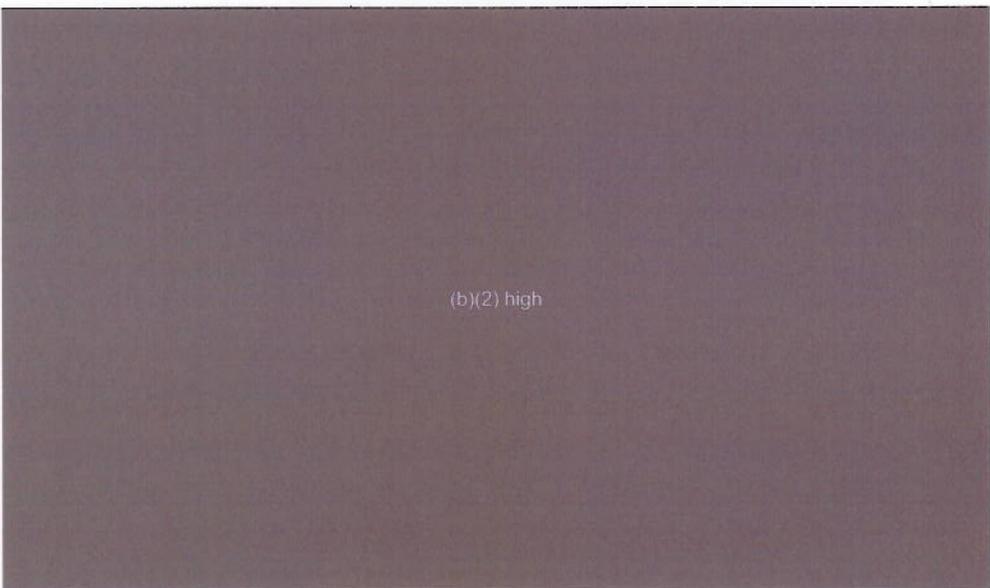
- 3.3.1 The contractor shall provide technical reports with digital photos for all material in accordance with CDRL A001.
- 3.3.2 The contractor shall submit monthly reports to the government describing the work completed during the month (CDRL A002).

4. Travel. Short notice and routine CONUS and OCONUS travel is anticipated during the performance of this contract.

5. Security.

5.1.1

5.1.2



(b)(2) high

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Mailing Addresses (1998)

Once services rendered have been accepted (See SOFARS 5652-9002), Material Inspection and Receiving Reports shall be mailed in accordance with DFARS 252.246-7000 to the following:

1. Requiring Activity Office: USSOCOM/SOAL-SP
ATTN: (b)(3) 10 USC 130b, (b)(6)
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
2. Procurement Office: USSOCOM/SOAL-KB
ATTN: Susan Griffin
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
3. Payment Office: DFAS Rock Island Operating Location
Bldg 68
Rock Island, IL 61299
4. Administration Office: DCMA Birmingham
1910 3rd Avenue North
Suite 201
BIRMINGHAM, AL 35203-3502

5652.246-9002 Statement of Services Rendered and Accepted (1998)

- (a) The contractor shall submit a Material Inspection and Receiving Report DD Form 250, to the Requiring Activity Official designated in individual task orders, upon completion of the services called for herein or in

accordance with the clauses of the contract. Contractor performed services found to be satisfactory will be accepted by the ACO by the DD form 250.

- 2.0 The contractor shall submit either invoices or vouchers which shall be supported by the executed DD Form 250. Payment request shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal (SF 1034). The SF 1034 shall be submitted through the cognizant DCAA to the cognizant DFAS payment office.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I
52.247-34 F.O.B. Destination

APR 1984
NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

5652.217-9000 Point of Delivery with Options (1998)

(a) Place of Delivery. The delivery point for all CLINs will be identified on individual task orders.

(b) The basic period of this contract is from date of contract award through 30 Sep 06.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G.1 Reserved

G.2 Any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery/task orders by the United States Special Operations Command, Directorate of Procurement, Procuring Contracting Officer.

5652.232-9001 Invoicing (1998)

- (a) 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.
- (b) 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.

5652.232-9003 Instructions to Paying Office (1998)

- (a) The Contracting Office Point of Contact is:

HQ USSOCOM
ATTN: SOAL-KB (Mike Holland)
7701 Tampa Point Blvd
MacDill AFB, FL 33621
Email: hollandm2@socom.mil
Phone: 813-828-7659

- (b) The Requiring Activity Official:

USSOCOM/SOAL-SP
ATTN: (b)(3) 10 USC 130b, (b)(6)
Phone: [REDACTED]

- (c) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, or otherwise designated paying office. Invoice(s) should be forwarded directly to the designated paying office.
- (d) Payment to the contractor shall be mailed to the following address (*Contractor to insert mailing address if other than address shown on SF-26, SF-33 or DD Form 1155*):

(e) Special Payment Instructions: None

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 appropriate DCAA office.
- (2) One copy shall be submitted to Contracting Officer's Representative (COR):

USSOCOM/SOAL-SP
Attn: (3) 10 USC 1305, (b)
7701 Tampa Point Blvd
MacDill AFB, FL 33621-5323

- (3) One copy shall be submitted to the Procuring Contracting Officer (PCO):

USSOCOM/SOAL-KB
Attn: Mike Holland
7701 Tampa Point Blvd
MacDill AFB, FL 33621-5323

- (4) One original and one copy to Payment Office:

DFAS Rock Island
Building 68
Rock Island Arsenal
Rock Island, IL 61299

(b) Contract Completion voucher shall be submitted to: DCAA for forwarding to the ACO.

(c) Payment will be made via through DFAS.

SECTION H Special Contract Requirements

H-1**CONTRACTOR SUPPORT SERVICES LABOR CATEGORIES AND RATES**

(Applies to CLIN 0001)

The following labor categories and associated fully loaded rates shall be used for estimating all labor under CLIN 0001. Work will be ordered under task orders using the loaded hourly labor rates to obligate funds and to provide required support in accordance with the Statements of Work for the contract and task orders.

LABOR CATEGORY	LOADED HOURLY RATE ORDERING PERIOD FY02 Contract Award thru 30 Sep 02	LOADED HOURLY RATE ORDERING PERIOD FY03 1 Oct 02-30 Sep 03	LOADED HOURLY RATE ORDERING PERIOD FY04 1 Oct 03-30 Sep 04	LOADED HOURLY RATE ORDERING PERIOD FY04 1 Oct 03-30 Sep 05	LOADED HOURLY RATE ORDERING PERIOD FY04 1 Oct 03-30 Sep 06
Management Overview	(b)(4)				
Program Manager					
Financial Analyst					
East European Mgr					
HAZMAT Specialist					
Buyer, Level II					
Quality Manager					

H-2 TASK ORDERS/CEILING PRICE

- (a) The Contractor shall perform its obligation under this contract in accordance with oral or written Task Orders issued on a DD Form 1155 by the Contracting Officer pursuant to this paragraph. Appropriation Data will be provided to the contractor when Oral orders are issued. Oral orders will be followed by a DD Form 1155 within 5 workings. No work shall be performed or billed by the Contractor unless and until the Contracting Officer has authorized such task orders.
- (b) Individual Task Orders will be issued on a Cost Plus Fixed Fee (CPFF) basis by the USSOCOM Procuring Contracting Officer. Task Orders issued hereunder will be serially numbered and will begin with task order number 0001; and each will include (1) the ceiling price, (2) a specific description of the work to be performed and items to be delivered, including data items, and (3) the date by which all effort and deliveries are to be completed.
- (c) Request for Task Order Proposal process
- (1) Except as provided in subparagraph H-2(d) below, the issuance of a Task Order shall be preceded by an agreement by the Contractor and the Contracting Officer on the completion schedule and the ceiling price. In arriving at such an agreement, the price shall be computed by multiplying the respective rates identified in the Schedule at paragraph H-1, by the agreed number of direct labor hours of the types which are

necessary for performance of the Task Order, and adding to the amount to derive at the agreed to estimate of costs of materials and travel required for performance of the Task Order.

(2) Prior to the issuance of each Task Order, the Government will request a proposal and provide to the Contractor a description of the proposed effort, which will include a description of the work, in the form of either a Statement of Objectives (SOO) or a Statement of Work (SOW) along with data deliverable items identified on a Contract Data Requirements List (CDRL) DD Form 1423; and a proposed completion schedule.

(3) Upon receipt of a request for proposal, the contractor shall prepare and provide, within two business days, either a proposal to perform the task order or a cost estimate of the labor and other expenses (B&P) required to prepare a proposal to perform the task order. The Contractor shall not charge to the government for the preparation of the B&P estimate for any task order proposal that requires less than two days to complete and involves only labor. Upon verbal or written notification from the contracting officer that the B&P cost ceiling is acceptable, the Contractor shall begin work on preparation of the task specific proposal. The proposal, when submitted, will include the actual cost for proposal preparation, but not more than the agreed ceiling cost. This actual B&P cost will be a direct cost against the task order even if the government elects not to exercise other CLINs in the task order for material delivery or technical services.

(4) Except for proposal provided within two days as described in H-2(c)(3) above, within ten days, or such longer period as may be authorized by the Contracting Officer, after receipt of the request for proposal the Contractor shall provide to the Contracting Officer a proposal.

(5) The proposal shall include the number of labor hours in each labor category; resumes of personnel to accomplish the task order description if other than what was originally proposed when the contract was awarded; identification of personnel as prime or subcontractor team member; a summation of prime/subcontractor hours; and the cost of materials and travel estimated to be necessary to perform all the work in the task order description, and its proposed completion schedule if different from the schedule proposed by the Contracting Officer.

(6) If the Contractor and the Contracting Officer agree on the estimated cost and completion schedule, the agreement shall be set forth in the Task Order, which shall be signed by the Contractor, and then signed by the Contracting Officer and issued to the Contractor.

- (d) The Contracting Officer may issue Task Orders on a Cost Plus Fixed Fee (CPFF) Basis without first reaching agreement with the Contractor on the cost and schedule, and the Contractor shall proceed with the performance of such Task Order, up to the ceiling price. If at any time during performance of any individual task order the contractor believes that the work hereunder cannot be completed within the ceiling price set forth therein, the contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing the task order with supporting reasons and documentation.
- (e) 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 may be de-obligated and all deliverables have been received and accepted by the Government. This information will be used for contract closeout.

H-3 CONDUCT OF PERSONNEL. The Contractor, including his assigned personnel, performing services on a military installation 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 installation as prescribed by the Commander of the military installation 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 judgement such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.

H-4 LIABILITY. The Government shall not be held responsible for damages to property or for injuries or death to persons that might occur without fault on the part of the Government as a result of, or incident to, performance of the contract.

H-5 VEHICLE REGISTRATION. Contractor and subcontractors, if any, who will be performing services on a military installation will be required to register all vehicles, including those belonging to their employees, with the local Security, or Military, Police or Security Management Office.

H-6 CONTRACTOR'S ACCOUNTING SYSTEM. The Contractor agrees to make all necessary modifications to their existing accounting system to make it adequate for the administration of a Federal cost-type contract within 30 days of contract award. The Defense Contract Audit Agency will determine whether or not the Contractor's accounting system is adequate. No task orders will be issued until the Contractor's accounting system is determined to be adequate.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
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
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied 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
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Alt I Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
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	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions 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
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-16	Progress Payments	MAR 2000
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	MAY 2001
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2000
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	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
252.205-7000	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
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7001	Hazard Warning Labels	DEC 1991
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	AUG 2000
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Dec 00)	DEC 2000
Alt I	Alternate I	

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
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
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
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7000	Engineering Change Proposals	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

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 date of contract award through 30 Sep 06.

(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 \$5,000.00, 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 \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$5,000,000.00; or
- (3) A series of orders from the same ordering office within 7 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 3 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 in the amount of \$250,000.

(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 30 Sep 2007.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 and the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(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.deskbook.osd.mil/>

252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Powdered metals; or
- (v) Oxidizers;

(vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Nomenclature	National stock number	Sensitivity category
<i>Will be completed, as applicable, on individual task orders</i>		

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

5652.204-9002 Communication Security Monitoring (1998)

All communications with Department of Defense (DOD) organizations shall be subject to communications security (COMSEC) review. All communications originating or terminating at DOD organizations may be monitored or recorded. The contractor shall inform all employees and subcontractors that all communications with DOD organizations are subject to COMSEC review.

5652.216-9001 Oral Orders - Indefinite Delivery Contracts (2001) - *Alternate 1*

(a) No oral order will exceed \$100,000.00.

(b) The contractor will furnish a delivery ticket with each shipment in triplicate, showing: contract number, order number under the contract, date order was placed, name and title of person placing the order, an itemized listing of supplies or services furnished, unit price, unit of issue, quantity and total price for each line item, and the delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders shall be transmitted electronically along with an electronic copy of the delivery ticket to (insert name or office and URL address).

(d) Contracting/Ordering Officers shall electronically transmit to the contractor a list of individuals authorized to place oral orders on behalf of the ordering activity.

(e) The contractor will receive an electronic confirmation notice for each oral order within ten (10) working days of receipt.

5652.232-9002 Time and Materials/Ceiling Price Indefinite Delivery Contracts (1998)

Ceiling Price _ 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.

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.

SECTION J List of Documents, Exhibits and Other Attachments

SECTION J - LIST OF ATTACHMENTS

Exhibit A Contract Data Requirements List (CDRLs), DD Form 1423

(NOTE: Additional CDRLs may issued with individual Delivery Orders)

Attachment I Contract Security Classification Specification, DD Form 254

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, 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 Officer for the Contract/PR No. Listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES				3. SUBTITLE Final Report		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508			5. CONTRACTING REFERENCE SOW, PARA 3.3		6. REQUIRING OFFICE SOAL-SP		
7. DD 250 REQ No	9. DIST STATEMENT REQUIRED A	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION As Required	14. DISTRIBUTION			
8. APP CODE NA	11. AS OF DATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES			
					Final		
					Drafts	Reg	Repro
16. REMARKS: The final technical report must contain a detailed technical description, technical drawings, specifications, digital photos and should be delivered within 30 days after material delivery. The final report may be sent electronically if that is so feasible. Email addresses are listed on CDRL address list				SOAL-SP		1	
				(3) 10 USC 130b. (b)			
				SOAL-KB	griffi1@socom.mil		1
				15. TOTAL		1	1
G. PREPARED BY: (3) 10 USC 130b. (b)			H. DATE 19 Oct 01	I. APPROVED BY		J. DATE	

17. PRICE Group I
18. ESTIMATE TOTAL PRICE

<p align="center">DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>		<p>1. CLEARANCE AND SAFEGUARDING</p> <p>a. FACILITY CLEARANCE REQUIRED (b)(2) HIGH</p> <p>b. LEVEL OF SAFEGUARDING REQUIRED (b)(2) HIGH</p>	
<p>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</p> <p>X a. PRIME CONTRACT NUMBER USZA22-02-D-0019</p> <p>b. SUBCONTRACT NUMBER</p> <p>c. SOLICITATION OR OTHER NUMBER USZA22-01-R-0020</p> <p>DUE DATE (YYYYMMDD) 20010928</p>		<p>3. THIS SPECIFICATION IS: (X and complete as applicable)</p> <p>a. ORIGINAL (Complete date in all cases) Date (YYMMDD)</p> <p>b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)</p> <p>c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)</p>	
<p>4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, complete the following</p> <p>Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract</p>			
<p>5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following:</p> <p>In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____</p>			
<p>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</p> <p>a. NAME, ADDRESS, AND ZIP CODE Taos Industries 166 Jetplex Lane Madison, AL 35758</p> <p>b. CAGE CODE 0WGX9</p> <p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p>			
<p>7. SUBCONTRACTOR</p> <p>a. NAME, ADDRESS, AND ZIP CODE</p> <p>b. CAGE CODE</p> <p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p>			
<p>8. ACTUAL PERFORMANCE</p> <p>a. LOCATION SEE SECTION 13</p> <p>b. CAGE CODE</p> <p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) SEE SECTION 15</p>			
<p>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT This is for technical support and procurement of foreign material.</p>			
<p>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</p> <p>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</p> <p>b. RESTRICTED DATA</p> <p>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</p> <p>d. FORMERLY RESTRICTED DATA</p>		<p>YES</p> <p>NO</p> <p>(b)(2) high</p>	<p>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</p> <p>ii. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</p> <p>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</p> <p>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</p> <p>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</p>
		<p>(b)(2) high</p>	<p>YES</p> <p>NO</p> <p>(b)(2) high</p>

e. INTELLIGENCE INFORMATION	(b)(2) high	e. PERFORM SERVICES ONLY	(b)(2) high
(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 SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
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 WILL BE HANDLED AW DOD 5400.7-R		l. OTHER (Specify)	
k. OTHER (Specify)			

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 public release be submitted approval prior to release. Direct Through (Specify)

SUE KEELER-GRIFFEN, USSOCOM Contracts Officer

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

(b)(2) high

Reviewed and Approved

(b)(3) 10 USC 130b, (b)(6)
HQ USSOCOM/SMO
4 Sep 01

14. ADDITIONAL SECURITY REQUIREMENTS.

(b)(2) high

15. INSPECTIONS.

(b)(2) high

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)(3) 10 USC 130b, (b)(6)	b. TITLE System Acquisition Manager	c. TELEPHONE (Include Area Code) (b)(6)
---------------------------------------------------------------------------	-----------------------------------------------	---------------------------------------------------

d. ADDRESS (Include Zip Code)
(b)(2) high

17. REQUIRED DISTRIBUTION	
<input checked="" type="checkbox"/>	a. CONTRACTOR
<input checked="" type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

e. SIGNATURE		D. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
	X	E. ADMINISTRATIVE CONTRACTING OFFICER
	X	F. OTHERS AS NECESSARY

DD FORM 254 (BACK), DEC 1999