

FOIA Electronic Reading Room Document Coversheet

Document Description: N68936-00-D-0068 CONTRACT

This document has been released in its entirety.

Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.

- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is certain individual names and personal identifiers and is excised for heightened interest in the personal privacy of Department of Defense personnel that is concurrent with the increased security awareness demands.
- Exemption (b) (7) Information excised is investigatory records or information compiled for law enforcement purposes
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions
- Exemption (6)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING S-1	PAGE OF PAGES 1 25
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-00-D-0068		3. EFFECTIVE DATE 05 Oct 2000		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY COMMANDER NAWCWPNS, CODE 210000E 521 9TH STREET POINT MUGU, CA 93042-5000		CODE N63126	6. ADMINISTERED BY (If other than Item 5) DCM TJ DULSKI FEDERAL BLDG, RM 1103 111 WEST HURON ST BUFFALO, NY 14202-2392		CODE S3305A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) VERIDIAN ENGINEERING INC CONTRACTS 4455 GENESEE ST P O BOX 400 BUFFALO NY 14225-1928			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT
CODE 92325 FACILITY CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
11. SHIP TO/MARK FOR SEE SCHEDULE		CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER BUNKER HILL PO BOX 182077 EFT: T COLUMBUS, OH 43218-2077		CODE SC1016
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
15G. TOTAL AMOUNT OF CONTRACT					\$10,760,756.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	9		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	12	L	EVALUATION FACTORS FOR AWARD		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 2 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-00-R-0053-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Robert B. Ellis
Vice President, West Coast Operations

20A. NAME AND TITLE OF CONTRACTING OFFICER
TAMMY L. JOURNET
Contracting Officer

19B. NAME OF CONTRACTOR
BY Robert B. Ellis
(Signature of person authorized to sign)

19C. DATE SIGNED
10/5/00

20B. UNITED STATES OF AMERICA
BY Tammy L. Journet
(Signature of Contracting Officer)

20C. DATE SIGNED
09 OCT 05 2000

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	WSSA Engineering Support Services CPFF				
				MAX COST FIXED FEE	{ 6 (4) }
				TOTAL MAX COST + FEE	\$10,760,756.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Contract Data Requirements Lists (CDRLs) DD-1423			NSP	NSP

MAX
NET AMT

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B-NSTD-04 MATERIALS AND SUPPLIES

(a) The contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in the Task Orders, less any cash or quantity discount earned, plus mark-up for general and administrative expenses but without any mark-up for fee.

(b) Title to all property acquired in accordance with the paragraph above for the performance of work hereunder shall rest in the Government. Only materials and supplies directly required by the Task Orders are included.

(c) The contractor shall not acquire any single item or system valued at \$1,000.00 or more without a written proposal to do so and a written approval of the Ordering Officer.

B-NSTD-07 PAYMENT OF FIXED FEE

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid a percentage **6(4)** of the estimated costs less Facility Cost of Money (FCOM) expended during each vouchering period; provided, however, that the total fee payable shall not exceed the fee established in the delivery order or the contract, whichever is over.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS
(NAVAIR) (MAR 1999)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations, Volume II, for civilian personnel.

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Department of Defense Joint Travel Regulation, Volume II. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Department of Defense Joint Travel Regulations, Volume II. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return.

Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reduction expenses, or technical illustrative or design requirements needing special processing.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (MAR 1999)

(a) The level of effort estimated to be ordered during the term of this contract is 143,295 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Man-hours					Total Man-hours
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
*Program Manager	2,288	2,288	2,288	2,288	2,288	11,440
*Sr. Project Engineer	9,152	9,152	9,152	9,152	9,152	45,760
*Project Engineer	9,152	9,152	9,152	9,152	9,152	45,760
Technician	4,004	4,004	4,004	4,004	4,004	20,020
Word Processor	4,004	4,004	4,004	4,004	4,004	20,020
Project Services (CSC)	59	59	59	59	59	295
Totals	28,659	28,659	28,659	28,659	28,659	143,295
* Denotes Key Personnel Labor Categories						

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (ii) In the case of a cost under-run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the delivery order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under-run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the delivery order level of effort with an equitable adjustment for both cost and fee.

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is 2,800 hours; the maximum quantity is 143,295 hours.

SECTION C Descriptions and Specifications

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C-TXT-05 CONTRACT DATA REQUIREMENTS LIST (MAR 1996)

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 7/27/2000, Exhibit "A" of this contract.

C-TXT-04 DESCRIPTION (MAR 1996)

Work under this contract shall be performed in accordance with Attachment No. 1, Statement of Work entitled "TEST ENGINEERING AND ANALYSIS OF AIRCRAFT WEPAONS SYSTEMS."

SECTION D Packaging and Marking

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D-TXT-11 PACKAGING OF DATA (MAR 1996)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

D-TXT-04 CLASSIFIED MATTER

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and the DD Form 254 attached to this contract.

D-TXT-02 MARKING OF SHIPMENTS (MIL-STD-129)

The Contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage.

D-TXT-01 PREPARATION FOR DELIVERY

Material shall be packed for shipment in such a manner that will be in compliance with the National Motor Freight Classification (NMFC) and/or the Department of Transportation (DOT), for acceptance by common carrier and safe delivery at destination.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

252.246-7001	Warranty Of Data	DEC 1991
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

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E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon-

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.247-34	F.O.B. Destination	NOV 1991
52.242-17	Government Delay Of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-10 DELIVERY OF DATA

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

F-TXT-08 PLACE OF DELIVERY/FOB DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the supplier to destination. The receiving office is open for deliveries Monday through Friday from 7:30 a.m. to 4:00 p.m.

Ship to: Receiving Officer
Naval Air Warfare Center
Weapons Division

Mark for: Contract N68936-00-D-0068

Attn: Specified in individual task order.

* To be completed at contract award.

F-TXT-01 CONTRACT PERIOD OF PERFORMANCE (SPECIFIC DATES)

Any contract awarded as a result of offers submitted under this solicitation shall extend from award of contract through a period of five years.

F-NSTD-03 CONTRACTOR PERFORMANCE UNDER DELIVERY ORDER (JAN 1992) (NAVSUP)

The contractor shall perform as set forth in delivery orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated manhours for each labor category in the delivery order(s), the contractor may increase or decrease the manhours for designated labor categories as deemed necessary in order to satisfactorily perform the delivery order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is subsequently increased by modification.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER

A courtesy copy of each invoice/voucher processed for payment will be sent to:

Commander
Naval Air Warfare Center Weapons Division
Code 230000E
575 I Avenue, Suite 1
Point Mugu, CA 93042-5049

G-TXT-09 CONTRACT ADMINISTRATION

(a) The below listed Contract Administration Services component is designated the Contract Administration Officer (CAO) for this contract in the performance of certain assigned contract administration functions for the Principal Contracting Officer (PCO) in accordance with FAR 42.202(e). The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him.

(b) If this contract authorizes shipment at the expense of the Government, requests for Government bills of lading should be submitted to the Transportation Officer at the above address.

(c) Special Contract Administration functions to be performed by the ACO listed above are: NONE

G-TXT-08 CONTRACT AUDIT OFFICE

Contract Audit will be performed by the Defense Contract Audit Agency, Great Lakes, Greater Buffalo Suboffice, 53560 Genessee Street, PO Box 9, Bowmansville, NY 14026.

G-TXT-07 PAYMENT ADDRESS

Payment under this contract shall be sent to the following address:

Veridian Engineering, Inc.
PO Box 073906
Chicago, IL 60673-7906

G-TXT-06 SECURITY ASSIGNMENT

Defense Security Service, New England Operating Location, 495 Summer Street, Boston, MA 02210-2192 is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail. Please provide the e-mail address to which distribution of contracts/purchase orders should be made. E-Mail Address: fsmith@cmrl.veridian.com

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the Defense Contract Audit Agency at the following address: _____* unless delivery orders

are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Codes 230000E 4KK300E, Point Mugu, CA . Following verification, the contract auditor * will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

X is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* to be determined at time of award

**G-NSTD-01 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (JAN 1992)
(NAVSUP)**

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted and shall include the following information, when applicable:

- (1) Identification Elements
 - a. Title ("Level of Effort, Progress and Status Report")
 - b. Contract, Invoice and Control Numbers
 - c. Contractor's Name and Address
 - d. Date of Report
 - e. Reporting (invoicing) Period
 - f. Name of Individual Preparing Report
- (2) Description Elements
 - a. Description of progress made during the reporting period, including problem areas encountered, and recommendations.
 - b. Results obtained relating to previously identified problem areas.
 - c. Deliverables completed and delivered.
 - d. Extent of subcontracting and results achieved.
 - e. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
 - f. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.

- g. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
- h. Materials and other direct cost items expended in performance of the contract during the reporting period.
- i. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will insure this report and copies of the invoice are retained.

*If, for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort, and that the names of the individuals so identified will be available to the Contracting Officer upon request.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-TXT-10 TRAVEL COSTS (SEP 1999)

(a) The Government will reimburse the contractor for the allowable travel costs incurred by the contractor in performance of the contract. Subject to the following provision:

(b) GENERAL. Travel, required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Federal Travel Regulations, Joint Travel Regulations, Vol. 2 DoD Civilian Personnel, Appendix A, or Standardized Regulation (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas", (FTR).

(c) TRAVEL. Travel, subsistence, and associated labor charges for travel time are authorized for travel beyond a 30-mile radius of the local basis of miles traveled from starting point to destination per the joint travel regulations. Car rentals require advance approval of the Contracting Officer. Except under unusual circumstances and will be authorized only when consistent with good business practice and generally at a cost not to exceed actual cost of renting compact automobile (one for a maximum of five (5) contractor personnel.), unless extenuating circumstances (e.g., excess baggage) requires other arrangements.

(d) ALLOWABLE TRAVEL COSTS. Contractors may choose to satisfy the limitation on allowable travel costs by using either the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expense in effect on December 31, 1998; or the current FTR rates and definitions. See the Federal Acquisition Regulations Part 31.205-46 for further information.

(e) LABOR DURING TRAVEL. The government will reimburse contractor for contractor employees time spent traveling to or from remote work assignments. Reimbursement will include only actual travel during regular working hours Monday through Friday and corresponding hours on Saturday and Sunday.

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer has designated:

NAME Robert Stine

CODE 4KK300E

MAIL ADDRESS 575 I Avenue, Suite 1, Point Mugu, CA 93042-5001

TELEPHONE NO. (805) 989-5150 ex. 289

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

H-NSTD-19 NOTIFICATION OF CONTRACT USAGE

In order to most effectively employ the spectrum of service contracts available for support of NAWCWPNS, the Government reserves the right to unilaterally determine the most appropriate contractual vehicle to be utilized so long as the requirement is within the scope of the contract and the use of the contract is not contrary to law or regulation. In those cases where there is overlapping coverage between two or more service contracts the Government will make a unilateral determination as to which contract(s) should be used to best meet the Government's requirements. These determinations are not subject to the "Disputes" Clause of this contract. The only guarantee to the contractor is that the Government will place orders to meet the minimum specified separately herein.

H-NSTD-18 YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

The following products are identified as being Year 2000 compliant: (Contractor to Complete)

H-NSTD-12 PATENT RIGHTS DISCLOSURE - FINAL REPORT

If this contract contains the clause FAR 52.227-11 Patent Rights- Retention By The Contractor (Short Form) in Section I By Reference the following shall be applicable:

The Contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

H-NSTD-09 WORK WEEK

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE

The purpose of this clause is to contractually implement provisions of FAR 45.502:

(a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

H-NSTD-07 DD FORM 1662, DoD PROPERTY IN THE CUSTODY OF CONTRACTORS

Contractors who have Government Property in their custody shall report on revised DD Form 1662 "DoD Property in the Custody of Contractors" dated Dec 93 (DFARS 245.505-14). The contractor shall report all Contractor Acquired Property as defined in FAR Part 45. A completed DD Form 1662 shall be furnished to the Contracting Officer for this contract, in addition to the copy provided to the Property Administrator (if assigned), no later than October 31 of each year.

H-NSTD-05 DELIVERY ORDERS (LEVEL OF EFFORT)

a. Introduction.

(1) Written Delivery Orders will be issued to the Contractor by the cognizant Ordering Officer for all work to be performed under this contract.

(2) The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Delivery Orders.

(3) The total amount of all Delivery Orders issued shall not exceed the estimated cost and fee or level of effort set forth in this contract.

b. Ordering Procedures.

(1) Delivery Orders with an estimated value of \$25,000 or more shall be placed in accordance with the following procedures:

(a) The Ordering Officer shall furnish the Contractor with a written Preliminary Delivery Order and Request for Proposal. The Request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and
- (iv) any other pertinent information deemed necessary.

(b) The Contractor shall, within the time specified, provide the Ordering Officer with a Proposal to Perform the Delivery Order. The Proposal shall include:

(i) the required number of labor hours, by labor classification and labor and overhead rates for each end product or task, subcontractor), and

(vi) total cost. The cost factors utilized in determining the estimated cost under any Order shall be the then current applicable rates.

(c) Upon receipt of the Proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the Proposal, and effect whatever internal review processes are required.

(d) Upon completion of the above process, the Ordering Officer may issue an executed Delivery Order. Only upon receipt of such executed Order shall the Contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the Order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

(2) Delivery Orders with an estimated value of less than \$25,000 may be placed in accordance with the following procedures:

(a) The Ordering Officer shall issue a fully funded, unilaterally executed Delivery Order representing a firm order for the total requirement.

(b) In the event the Contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the Delivery Order, he shall:

(i) notify the Ordering Officer immediately,

(ii) submit a proposal for the work requested in the Delivery Order,

(iii) not commence performance until such time that differences between the Delivery Order and his proposal are resolved and a modification, if necessary, is issued.

c. Content and Effect.

(1) Each Delivery Order shall include:

(a) date of order,

(b) contract order number,

(c) place of performance,

(d) scope, including references to applicable (contract) specifications,

(e) the place and manner of inspection and acceptance, if different from that specified in the basic contract,

(f) any Government furnished property, material, or facilities to be made available for performance of the

Order,

(g) any other information deemed necessary to the performance of the Order,

(h) an estimate of the number of hours of labor by labor category required to perform the Order,

(i) a delivery date or period of performance,

(j) accounting and appropriation data.

(2) The Contractor shall advise the Ordering Officer if any apparent difficulties of performance according to the terms of the Order are anticipated or at any time that difficulties in performance arise. Each Delivery Order shall be deemed to include therein the "Limitation of Costs"/"Limitation of Funds" clause, which is a part of this contract and such clause shall be applicable to each Delivery Order individually.

(3) If at any time 75% of either the estimated cost or estimated level of effort specified in the Delivery Order is reached, and it appears that additional funds and/or level of effort is required to complete performance of the Delivery Order the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that required to complete performance. All revisions providing additional funds to a Delivery Order, will include fee in the same manner as established in the basic Delivery Order. If the Contractor exceeds the estimated cost of the Delivery Order, the Government will be responsible only for reimbursement of the costs and payment of fee in an amount not to exceed the estimated cost and fee established in the Delivery Order in accordance with FAR 52.232-20/FAR 52.232-22.

d. Maintenance of Records.

(1) The Contractor shall maintain the following cost records under this contract as a minimum:

(a) records for each Delivery Order, indicating the number of hours of direct labor performed by labor category and separated as to contractor or subcontractor labor.

(b) records of all direct non-labor costs, allocated to individual Delivery Order.

(c) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, 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 of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

H. G. KELLEY
CODE 230000E
575 I Avenue, Suite 1
Building 65
Point Mugu, CA 93042-5001
(805 989-1946

H-NSTD-10 INVENTION DISCLOSURES AND REPORTS (OCT 1994) (NAVAIR)

(a) In accordance with the requirements of the Patent Rights Clause of this contract, the Contractor shall submit DD Form 882, Report of Inventions and Subcontracts along with written disclosure of inventions, to the contract administration office.

(b) The contract administration office will forward such reports and disclosures directly to the appropriate counsel office designated below, for review and recommendation:

Name and address of Patent Counsel:
Office of Counsel, Code 7720000E
Naval Air Warfare Center Weapons Division
575 I Avenue, Suite 1
Building 36
Point Mugu, California 93042-5001

(c) The above designated Patent Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Office.

(e) The Contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

5252.216-9500 UNILATERAL UNPRICED DELIVERY ORDERS (MAR 1999)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral un-priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the PCO and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the PCO who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the PCO will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes".

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999)

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order will exceed \$[insert dollar amount] or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with proof of delivery or receipt.

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within [insert number of days] working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.219-9	Small Business Subcontracting Plan	OCT 1999
52.219-26	Small Disadvantaged Business Participation Program--Incentive Subcontracting	FEB 2000
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 1999) Alternate II	JAN 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-24 (Dev)	Preaward On-Site Equal Opportunity Compliance Evaluation (Deviation)	APR 1984
52.222-26	Equal Opportunity	FEB 1999
52.222-26 Alt I	Equal Opportunity (Feb 1999) - Alternate I	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
52.223-6	Drug Free Workplace	JAN 1997
52.224-1	Privacy Act Notification	APR 1984

52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.243-7000	Engineering Change Proposals	SEP 1999
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.245-7001	Reports Of Government Property	MAY 1994
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7010	Duty-Free Entry--Additional Provisions	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.211-7000	Acquisition Streamlining	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.201-7000	Contracting Officer's Representative	DEC 1991
52.203-5	Covenant Against Contingent Fees	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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 award of contract through a period of five years after award.

(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.

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 \$25,000, 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 the contract award value;

(2) Any order for a combination of items in excess of the contract award value; or (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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.

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 120 days after the contract completion date.

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): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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 30 days prior to the expiration of the ordering period.

<u>J-TXT-01</u>	<u>SECTION J -LIST OF ATTACHMENTS</u>		
<u>ATTACHMENTS</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	5/26/2000	4
2	Personnel Requirements	5/26/2000	2
3	Contract Data Re- quirements List DD Form 1423 (A001-A007) with Data Item Descriptions (DIDs) DD 1663	5/26/2000	9
4	Security Classification Specification DD Form 254	7/27/2000	4
5	Value Engineering Guide	7/27/2000	3
6	Contract Administration Plan	7/27/2000	3

STATEMENT OF WORK
TEST ENGINEERING AND ANALYSIS OF
AIRCRAFT WEAPONS SYSTEMS

1.0 INTRODUCTION

1.0.1 This Statement of Work (SOW) provides requirements for technical engineering services at Point Mugu, California to the F-14 Weapon System Support Activity (WSSA) and the Signal Analysis Laboratory (SAL), both of the Naval Air Warfare Center Weapons Division (NAWCWD), and to Operational Test and Evaluation Squadron Nine (VX-9).

1.0.2 The NAWCWD mission is to provide research, development, test, evaluation and in-service engineering for Naval weapon systems associated with air warfare including aircraft, weapons and aircraft weapons integration. The mission of the F-14 WSSA is to provide the research, development, test, evaluation and in-service engineering for all models of F-14 aircraft and associated mission systems. The F-14 WSSA is responsible for integrating assigned F-14 avionics and weapons including development, test and evaluation, in-service engineering and operational support of all current and future models of F-14 Aircraft. The mission of VX-9 is to perform Operational Test and Evaluation (OT&E) of software developed by the F-14 WSSA.

1.0.3 The SAL provides support services and data products to aircraft and missile systems such as SPARROW, STANDARD, PHOENIX, and Evolved Sea Sparrow Missile (ESSM). Weapons integration assessment (including ship systems and all Navy/Air-Force aircraft) and Hardware-In-The-Loop (HIL) support are also functions of the SAL. The SAL facility, in addition to data reduction, provides an environment for the analyst to evaluate system performance data.

1.1 SCOPE

1.1.1 The scope of this SOW includes:

- F-14 Software Flight Test and Evaluation Engineering
- Instrumentation Support
- F-14 Weapons Systems Integration Center (WSIC) and Systems Integration Test Station (SITS) Laboratory Support
- F-14A/B Upgrade Operational Flight Program (OFF) Software Engineering
- F-14D OFF Software Engineering
- SAL Support

2.0 APPLICABLE DOCUMENTS

2.1 The following instructions and standards are applicable in the performance of this SOW to the extent specified herein and invoked in individual Delivery Orders (DO).

2.1.1 STANDARDS

MIL-STD-973 17 Apr 92	Configuration Management
IEEE 12207.0 10 Dec 1996	Standard for Information Technology – Software Life Cycle Processes
IEEE 12207.1 09 Dec 1997	Guide for Information Technology – Software Life Cycle Processes – Life Cycle Data
IEEE 12207.2 09 Dec 1997	Guide for Information Technology – Software Life Cycle Processes – Implementation Considerations

2.1.2 INSTRUCTIONS

NAWCWPNSINST 5510.30 10 Nov 1998	Department of the Navy Information / Personnel Security Program Regulation
NAVAIRSYSCOM AVIONINST 5235.1 18 Jun 1991	Avionics Software Metrics
NAVAIRINST 3960.4A 08 Jun 1999	Project Test Plan Policy and Process for Testing Air Vehicles, Weapons, and Installed Systems
NAWCWPNSINST 13034.1 29 Mar 94	Aircraft Configuration Control Board (ACCB)

2.1.3 F-14 WSSA STANDARDS/PLANS

Oct 93	Standard for a Functional Requirements Document
Mar 93	Software Configuration Management Plan for the F14A/B Aircraft Tactical Software
Sep 93	Software Configuration Management Plan for the F14A/B Upgrade Program
Sep 90	F-14D Software Configuration Management Plan
Jul 87	F-14A AN/AWG-9 Weapons Control System Operational Security Plan
Aug 92	F-14A/B Software Verification and Validation Program Operational Security Plan
Dec 91	F-14D Software Security Classification Guide

3.0 TECHNICAL REQUIREMENTS

The services required by this contract shall be performed in accordance with best commercial practices. Standards, Instructions and Plans listed in Section 2.0 of this SOW, unless specifically invoked by this contract or an individual DO under this contract, shall be used as guides in the performance of the work.

3.1 F-14 OFF Software Flight Test Support

This task involves participation in the planning, briefing, debriefing, monitoring and analysis of approximately 30 flight tests and 1000 SITS hours per year for the F-14A/B Upgrade, and approximately 40 flight tests and 500 Weapons Integration Test Station (WSIC) hours per year for the F-14D. Each flight is a total weapon system test that encompasses avionics, radar and other sensors, controls, displays, missile interface, air-to-ground weapons, missile testing, navigation, and electronic warfare systems. A portion of these tests may involve simulated or actual missile or bomb launch/drop, jettison, or separation tests, ground tests, and captive flight tests. The following services will be provided as appropriate for each flight and laboratory test:

3.1.1 Provide F-14 operational test plans required for scheduling operations. Provide national range documentation utilizing the universal documentation system. (A001)

3.1.2 Provide detailed F-14 test procedures based on Government provided test objectives to fully evaluate system design, implementation and operational performance.

3.1.3 Brief and debrief F-14 flight crews, monitor flight performance through real-time telemetry and identify required data for reduction.

3.1.4 Provide detailed data analysis of F-14 data gathered and submit results in an analysis report format such as shown in attachment A. The format of Attachment A must show a detailed analysis of each test procedure executed. The depth of analysis must be to a level such that often obscure or hidden software system anomalies are detected, weapon system performance is defined and corrective action is specified.

3.1.5 Describe system anomalies in a report format such as Attachment B. Provide follow-up as required to assist the investigating agency in problem resolution.

3.1.6 Correct deficiencies in and maintain existing F-14 data reduction and analysis tools. Develop/enhance F-14 data reduction and analysis tools based on tactical OFP changes. Develop specific procedures which will enable the Government to run and fully utilize these tools or others previously developed. (A001)

3.1.7 Maintain configuration status reports of weapons related hardware for NAWCWD F-14 aircraft. This shall include weapons rails, pylon adapters, launchers, modified aircraft and avionics equipment.

3.1.8 Provide updated weapons and targets Non Combat Expenditure Requirements (NCER) database. Provide Non Combat Expenditure Allocations (NCEA) data to the Government. Prepare and submit for Government approval requests for weapons and other related equipment.

3.1.9 Provide the following for the F-14 Flight Test Data Analysis Laboratory analysis tools: act as the data analysis network System Manager; install software; set up and maintain networks; maintain accounts; set up security monitoring of computer systems; prepare for Government approval documentation required for security accreditation; and provide training to system users with respect to workstation operation and Data Probe.

3.2 Instrumentation Support

3.2.1 Perform hardware and software design, modification, and integration in support of instrumentation checkout, data acquisition, data reduction, and data analysis for the F-14D Digital Airborne Instrumentation System (DAIS) and other Flight Test aircraft instrumentation. This shall include the Airborne Data Reduction System (ADRS) and related subsystems, Multi-Data Formatter, F-14D Fleet Tactical Data Recording System, F-14D Missile Armament Firing Interlock Assembly (DMAFIA), and DMAFIA Test Set and Missile Simulator instrumentation subsystems.

3.3 F-14 WSIC and SITS Support

3.3.1 Provide engineering support of instrumentation systems in the WSIC, to include new module coding for capturing performance data new system functions (e.g. Launch Acceptability Region (LAR) simulations and displays) and general support of the ITAS-30 instrumentation system.

3.3.2 Provide design and integration of new or modified data acquisition, reduction, and analysis hardware and software into laboratory and field systems, including training for maintenance to Government operators. Training shall consist of informal on-the-job training.

3.3.3 Provide support to WSIC/SITS lab personnel and users as required to investigate laboratory instrumentation and data reduction problems.

3.4 F-14A/B Upgrade OFP Software Engineering Support

3.4.1 Collect data to analyze, evaluate and report on government identified software metrics. Develop methods and tools to automate software metric data collection, analysis and report generation.

3.4.2 Prepare source data for naval aviation publications as required to reflect the changes effected by new OFPs. Examples of the publications that may be affected include, but are not limited to, the Naval Air Training and Operating Procedures Standardization Program (NATOPS) manual, maintenance manuals, air crew and maintainer user guides and pocket guides. Source data may include revising all or part of a publication.

3.5 F-14D OFP Software Engineering Support

3.5.1 Provide detailed system engineering studies and analysis of the F-14D weapons and avionics systems for specified software/system requirements (such as Multi-Mode Gun-sight and missile Launch

Acceptability Regions) are documented these in study reports and Functional Requirements Documents (FRDs) in accordance with F-14D Standard for a FRD. (A002)

3.5.2 Define and propose changes to existing F-14D Program Performance Specifications (PPS), Interface Design Specifications (IDS), Program Design Specifications (PDS), System Segment Specifications (SSS), Software Requirements Specifications (SRS) and Test Procedures in accordance with IEEE 12207 standards. Prepare for and participate in design reviews as defined by MIL-STD1521B. Support software configuration management control, identification, status accounting and audits in accordance with MIL-STD-973. (A003)

3.5.3 Maintain and publish updates to F-14D software documentation in accordance with Government Engineering Change Orders. These will include the FRDs, PPS, IDS, PDS, SSS and SRS.

3.5.4 Perform laboratory and simulation investigations and analysis of F-14D problems and document these investigations and recommendations in problem investigation reports. (A002)

3.5.5 Prepare source data for naval aviation publications as required to reflect the changes effected by new OFPs. Examples of the publications that may be affected include, but are not limited to, the Naval Air Training and Operating Procedures Standardization Program (NATOPS) manual, maintenance manuals, air crew and maintainer user guides and pocket guides. Source data may include revising all or part of a publication.

3.5.6 Digital Display (DD) Software Engineering

3.5.6.1 Investigate, analyze, and resolve Integrated Product Team (IPT) assigned F-14D Avionics Software Corrective Action Program (FASCAP) Reports generated during flight or lab testing of DD software. (A002)

3.5.6.2 Prepare and deliver DD software and firmware changes resolving the IPT assigned FASCAPs and the associated source code and documentation described in section 3.5.2 and 3.5.3. (A003)

3.5.6.3 Prepare and install Programmable Read Only Memory (PROM) in DD units for contractor DD software changes completed for DO4. Installations may occur at NAWCWD Pt. Mugu and Naval Air Station (NAS), Oceana, VA.

3.6 SAL Support

3.6.1 Provide data reduction plan and data report generation support, including initial draft, technical review and editing, and final draft preparation.

3.6.2 Generate presentation material related to the planning, conduct, and reporting of results of SAL data reduction and display tasks.

3.6.3 Operate the hardware and software necessary to process missile telemetry tapes for displaying missile performance data for evaluation. This includes producing telemetry strip charts, Time Space Position Information radar data, data manipulation, and operator defined output formats and data displays.

3.6.4 Provide missile system engineering, environmental modeling and embedded system support for the SAL and its related efforts with HIL test operations.

3.6.5 Develop and integrate data analysis software for processing test data and flight test data. Provide missile analysis in the interpretation and clarification of test data. Provide operation, maintenance, and modification of Pulse Coded Modulation data reduction equipment. (A004)

3.7 Reporting

3.7.1 The contractor shall participate in technical meetings and prepare technical presentation material in support of the above tasks. (A005)

3.7.2 The contractor shall provide Contractor's Monthly Progress and Status Reports. (A006)

3.7.3 In general, the contractor shall provide Cost/Schedule Status Reporting in accordance with best Earned Value Management practices. This contract will support various organizations having different detailed reporting requirements that will be specified in the individual DOs.

4.0 OTHER CONSIDERATIONS

4.1 The contractor shall deliver the following items in accordance with the contract Contractor Data Requirements List (CDRL), DD Form 1423s, and attachments to this SOW:

- a. CDRL Item A001, Test Plans/Procedures
- b. CDRL Item A002, Technical Report, Study/Services
- c. CDRL Item A003, Revisions to Existing Government Documentation
- d. CDRL Item A004, Operating Procedures
- e. CDRL Item A005, Presentation Material
- f. CDRL Item A006, Contractor's Monthly Progress and Status Report
- i. Attachment A – F-14 Flight Analysis Summary
- j. Attachment B – F-14 Software IV&V Problem Report

5.0 SECURITY

5.1 Performance under this contract shall entail access to classified material and laboratory facilities up to the TOP SECRET level. The contractor may be required to handle, store and generate documents, manuals, presentations, specifications, drawings, magnetic tapes/disks, sketches or schematics classified up to and including TOP SECRET. Persons supporting the F-14A/B Upgrade team must have a current TOP SECRET clearance with a background investigation within the last 5 years. All personnel proposed to support this effort must have an appropriate security clearance on file at the Pt. Mugu NAS Security Department. The contractor shall ensure compliance with security guidance specified in the associated DD-254.

5.2 The contractor shall comply with Government-provided F-14 Operation Security Plans listed in Section 2.0 of this SOW and applicable Operational Security (OPSEC) direction provided in the DD-254. Limiting distribution statements will be used in accordance with MIL-STD-1806 "Marking Technical Data prepared by or for the Department of Defense" 2 Feb 90.

6.0 TRAVEL

6.1 Travel will be required in support of this contract as specified in individual DOs. All requests for travel will be submitted in writing to the Contracting Officer's Representative (COR) for approval at least two weeks prior to occurrence. Each travel request will include budgeted travel amount, projected cost for requested trip, and balance remaining. Each travel request will itemize duration, airfare, and cost of lodging, per diem, car rental, miscellaneous and names of traveler(s).

Contractor Name: VERIDIAN ENGINEERING INC.

PERSONNEL REQUIREMENTS

The Contractor shall provide the personnel to perform the services required under this contract who meet the requirements stated below. In addition, the quality and caliber of personnel cited in the Contractor's proposal, provided such personnel meet or exceed these requirements, shall become the standard for personnel that shall bind the Contractor throughout the period of performance of the Contract. In all cases, documented equivalent experience may be substituted for Degree requirements.

TECHNICAL STAFF

PROGRAM MANAGER:

Qualifications: A Doctorate or Masters degree with the undergraduate degree in engineering, science, mathematics, or related fields and have twelve (12) years (with Doctorate degree) or fourteen (14) years (with Masters degree) technical and management experience with advanced systems. Five (5) years of experience in dealing with Department of Defense (DOD) Directives, experience must cover accounting, finance, personnel relations, supervision, and direction of technical programs. Degree in business preferred with extensive experience in electronic engineering. These personnel must possess an in-depth understanding of the assigned system application area and are responsible for providing overall management, direction, problem definition, analysis and formulation of design, test, and evaluation of engineering approaches for complex systems. Extensive experience in development, test and evaluation of systems and systems support. These staff members must be capable of planning, organizing, staffing, budgeting, and managing large multi-discipline projects plus providing effective customer liaison.

SENIOR PROJECT ENGINEER:

Qualifications: A Masters or Bachelors degree in engineering, science, mathematics, or related fields and having eight (8) years of technical and management experience. This experience must have dealt with: both technical and program management issues relative to the research, development, test, evaluation and in-service engineering for all models of F-14 aircraft and associated mission systems; providing support services and data products to aircraft and missile systems such as SPARROW, STANDARD, PHOENIX, and Evolved Sea Sparrow Missile (ESSM); and providing support for weapons integration assessment (including ship systems and all Navy/Air-Force aircraft) and Hardware-In-The-Loop (HIL) for the Signal Analysis Laboratory (SAL) facility. These personnel possess an in-depth understanding of the assigned system application area and are responsible for providing overall management, direction, problem definition, analysis and formulation of design, test, and evaluation of engineering approaches for complex systems.

PROJECT ENGINEER:

Qualifications: A Bachelors degree in computer science, mathematics, engineering, or related fields and four (4) to six (6) years of engineering experience relating to: research, development, test, evaluation and in-service engineering for all models of F-14 aircraft and associated mission systems; providing support services and data products to aircraft and missile systems such as SPARROW, STANDARD, PHOENIX, and Evolved Sea Sparrow Missile (ESSM); and providing support for weapons integration assessment (including ship systems and all Navy/Air-Force aircraft) and Hardware-In-The-Loop (HIL) for the Signal Analysis Laboratory (SAL) facility.

Contractor Name:

VERIDIAN ENGINEERING INC.

TECHNICIAN:

Qualifications: Five (5) years electronics experience including: analysis and testing of digital and analog systems.

ADMINISTRATIVE PERSONNEL**WORD PROCESSOR:**

Qualifications: All personnel in this category must show evidence of graduation from high school or a clerical or business preparatory course which included typing, English, business mathematics, the use of office equipment, etc. and having five years experience. Graduation from a subsequent business or commercial school may be substituted for one year's experience. These personnel must have familiarity with technical terminology and possess a typing skill of at least 40 words per minute. They are familiar with normal office requirements for filing engineering documents, office correspondence, and engineering drawings, and are familiar with office equipment such as reproduction equipment, adding or calculating machines, and word processors.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 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 estimate 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 22202-2302, 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.

A. Contract Line Item No.		B. Exhibit A		C. Category: Software					
D. System/Item: WEAPON SYSTEM SUPPORT ACTIVITY				E. Contract/PR NO. N68936-00-R-0053		F. Contractor			
1. Data Item No. : A001		2. Title of Data Item: Test Plans/Procedure				3. Subtitle			
4. Authority (Data Acquisition Document No.) DI-NDTI-80808				5. Contract Reference SOW PARAs 3.1.1, 3.1.6		6. Requiring Office NAWCWD 411200E			
7. DD 250 Req LT	9. Dist Statement Required		10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	SEE BLK 16		11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee	b. Copies		
16. REMARKS BLOCK 9: Distribution Statement D. Distribution authorized to DOD and their contractors only to Protect technical or operational data from automatic dissemination because export of data is controlled (01 May 1995). Other requests for this data shall be referred to the Naval Air Warfare Center, Code 411200E, 521 9 th Street, Point Mugu, CA 93042-5001. BLOCKs 10, 11, 12 and 13: Delivery of data shall be as specified in individual delivery orders.						Draft	Final		
							Reg	Repro	
						NAWC 411200E	0	1	0
15. TOTAL						0	1	0	
1. Data Item No. : A002		2. Title of Data Item: TECHNICAL REPORT-STUDY SERVICES				3. Subtitle:			
4. Authority (Data Acquisition Document No.) DI-MISC-80508				5. Contract Reference SOW para 3.5.1, 3.5.4, 3.5.6.1		6. Requiring Office NAWCWD 411200E			
7. DD 250 Req LT	9. Dist Statement Required		10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	SEE BLK 16		11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee	b. Copies		
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							Reg	Repro	
						NAWC 411200E	0	1	0
15. TOTAL						0	1	0	
G. PREPARED BY B. Stine			H. DATE	I. APPROVED BY			J. DATE		

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, a completing and 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 Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-2302, 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.

A. Contract Line Item No.		B. Exhibit		C. Category: <p style="text-align: center;">ADMIN</p>				
D. System/Item: 2F169			E. Contract/PR NO. N68936-00-R-0053		F. Contractor			
1. Data Item No. : <p style="text-align: center;">A003</p>	2. Title of Data Item: <p style="text-align: center;">REVISION TO EXISTING GOVERNMENT DOCUMENT</p>				4. Subtitle:			
4. Authority (Data Acquisition Document No.) DI-ADMIN-80925			5. Contract Reference SOW PARAs 3.5.2, 3.5.6.2.1		6. Requiring Office NAWCWD 411200E			
7. DD 250 Req LT	9. Dist Statement Required SEE BLK 16	10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	SEE BLK 16	11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee	b. Copies		
16. REMARKS BLOCK 9: Distribution Statement information shall be as delineated on original document or as specified By the Government. BLOCKS 10, 11, 12 and 13: Delivery of data shall be as specified in individual delivery orders.					NAWC 411200E	0	1	0
							Reg	Repro
					15. TOTAL	0	1	0
1. Data Item No. : <p style="text-align: center;">A004</p>	2. Title of Data Item: Operating Instructions				3. Subtitle			
4. Authority (Data Acquisition Document No.) DI-NDTI-80392			5. Contract Reference SOW PARAs 3.6.5		6. Requiring Office NAWCWD 411200E			
7. DD 250 Req LT	9. Dist Statement Required SEE BLK 16	10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	SEE BLK 16	11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee	b. Copies		
16. REMARKS BLOCK 9: Distribution Statement D. Distribution authorized to DOD and their contractors only to Protect technical or operational data from automatic dissemination because export of data is controlled (01 May 1995). Other requests for this data shall be referred to the Naval Air Warfare Center, Code 411200E, 521 9 th Street, Point Mugu, CA 93042-5001. BLOCKS 10, 11, 12 and 13: Delivery of data shall be as specified in individual delivery orders.					NAWC 411200E	0	1	0
							Reg	Repro
					15. TOTAL	0	1	0
G. PREPARED BY B. Stine		H. DATE	I. APPROVED BY			J. DATE		

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

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A. Contract Line Item No.		B. Exhibit		C. Category: NDTI					
D. System/Item: WEAPON SYSTEM SUPPORT ACTIVITY			E. Contract/PR NO. N68936-00-R-0053		F. Contractor				
1. Data Item No. : A005	2. Title of Data Item: Presentation Material			5. Subtitle:					
4. Authority (Data Acquisition Document No.) DI-MGMT-81373			5. Contract Reference SOW PARA 3.7.1		6. Requiring Office NAWCWD 411200E				
7. DD 250 Req LT	9. Dist Statement Required		10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	D		11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee			
						b. Copies			
						Draft	Final		
							Reg	Repro	
16. REMARKS						NAWC 411200E	0	1	0
BLOCK 9: Distribution Statement D. Distribution authorized to DOD and their contractors only to Protect technical or operational data from automatic dissemination because export of data is controlled (01 May 1995). Other requests for this data shall be referred to the Naval Air Warfare Center, Code 411200E, 521 9 th Street, Point Mugu, CA 93042-5001.									
BLOCKs 10, 11, 12 and 13: Delivery of data shall be as specified in individual delivery orders.									
						15. TOTAL	0	1	0
1. Data Item No. : A006	2. Title of Data Item: CONTRACTORS PROGRESS, STATUS AND MANAGEMENT REPORT			6. Subtitle:					
4. Authority (Data Acquisition Document No.) DI-MGMT-80227			5. Contract Reference SOW PARA 3.7.2		6. Requiring Office NAWCWD 411200E				
7. DD 250 Req LT	9. Dist Statement Required		10. Frequency ASREQ	12. Date of First Submission SEE BLK 16		14. Distribution			
8. APP Code N/A	D		11. As of Date SEE BLK 16	13. Date of Subsequent Submission SEE BLK 16		a. Addressee			
						b. Copies			
						Draft	Final		
							Reg	Repro	
16. REMARKS						NAWC 411200E	0	1	0
BLOCK 9: Distribution Statement D. Distribution authorized to DOD and their contractors only to Protect technical or operational data from automatic dissemination because export of data is controlled (01 May 1995). Other requests for this data shall be referred to the Naval Air Warfare Center, Code 411200E, 521 9 th Street, Point Mugu, CA 93042-5001.									
BLOCKs 11, 12 and 13: First submittal due NLT 45 DARO. Subsequent submittals shall be delivered NLT 15 days after end of month.									
						15. TOTAL	0	1	0
G. PREPARED BY B. Stine		H. DATE		I. APPROVED BY		J. DATE			

* UNCLASSIFIED *

28-Jul-00

NFV REPORT

NFV No: SAMPL-001. Prio: 1
Date: 28-JUL-00 Urgency:
Status: 00 - New, needs to be reviewed Sts Date: 28-JUL-00

Title: A

Originator	Organization	Phone
A	A	A

Created FASCAP	Failed FASCAP	Additional Info For FASCAP
=====	=====	=====

System Configuration: A
Functional Area: A
Subsystem 1: DP Subsystem 2:
Config 1: A Config 2:
Remarks:

*** PROBLEM DESCRIPTION ***

*** OCCURRENCES ***

* UNCLASSIFIED *

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

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

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

Ref # **PM00-006**

Stub #

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

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	N68936-00-D-0068	05/10/05
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	N68936-00-R-0053	Due Date (YYYYMMDD)

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

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases.)	Date (YYYYMMDD)	00/10/03
<input type="checkbox"/>	b. REVISED (Supersedes all previous specs.)	Revision No.	Date (YYYYMMDD)
<input type="checkbox"/>	c. FINAL (Complete Item 5 in all cases.)	Date (YYYYMMDD)	

4. IS THIS A FOLLOW-ON CONTRACT?

YES NO. If yes, complete the following:

Classified material received or generated under **N68936-95-D-0155** (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

YES NO. If yes, complete the following:

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

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

a. NAME, ADDRESS, AND ZIP CODE
**VERIDIAN ENGINEERING
P O BOX 400
BUFFALO, NY 14225-0400**

b. CAGE CODE
92325

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
**DEFENSE SECURITY SERVICE
NEW ENGLAND OPLOC
495 SUMMER STREET
BOSTON, MA 02210-2192**

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

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

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

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

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

THIS CONTRACT PROVIDES ENGINEERING SUPPORT TO NAWCWPNSDIV, POINT MUGU IN THE FOLLOWING TECHNICAL AREAS: F-14 SOFTWARE, INDEPENDENT VERIFICATION AND VALIDATION, WEAPONS INTERFACE, FLIGHT TEST DATA ANALYSIS, SOFTWARE ENGINEERING, OPERATIONAL SUPPORT AND ENGINEERING ANALYSIS.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

YES NO

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

YES NO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as approved by the International Security Manual or

Direct

Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100E), Point Mug, CA 93542-5001

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, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance 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 the guidance, the contractor is authorized encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under the this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the

CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".

FOR ACCESS TO GOVERNMENT LABORATORIES, CONTRACTOR PERSONNEL MUST OBTAIN APPROVAL BY THE COGNIZANT LABORATORY SECURITY MANAGER AND COMPLY WITH ALL GOVERNMENT LABORATORY SECURITY PROCEDURES FOR NON-GOVERNMENT PERSONNEL/VISITORS.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to ISM requirements, are established for this contract. (If Yes, identify pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of tech requirements) Yes No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

15. Inspections. Elements of the contract are outside the inspection responsibility of the cognizant security office. (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). Yes No

SPECIFIC ELEMENTS HAVE BEEN ADDED TO ITEM 13.

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

Judy Smith

b. TITLE

Contracting Officer for Security Matters

c. TELEPHONE (Include Area Code)

(805) 989-7859 (DSN)

d. ADDRESS (Include Zip Code)

COMMANDER
CODE 741100E
NAVAIRWARCENWPNDIV
575 I AVENUE SUITE 1
POINT MUGU, CA 93042-5049

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

741100E, 4KK200E (B. STINE), 230000D

e. SIGNATURE

THE CONTRACTOR SHALL PERFORM IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220-22M INCLUDING ALL SUBSEQUENT CHANGES.

THE CONTRACTOR MAY BE REQUIRED TO HANDLE, STORE, OR GENERATE DOCUMENTS, MANUALS, PRESENTATIONS, SPECIFICATIONS, DRAWINGS, MAGNETIC TAPES/DISKS, SKETCHES OR SCHEMATICS CLASSIFIED UP TO AND INCLUDING SECRET.

ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA., AND OTHER DOD/DOD CONTRACTOR FACILITIES ONLY. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

AIIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DEPARTMENT OF THE NAVY AUTOMATIC DATA PROCESSING SECURITY PROGRAM (OPNAVINST 5239.1A) AND APPROPRIATE LOCAL AIIS INSTRUCTIONS.

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL SHALL BE IN ACCORDANCE WITH NAVWPNCENINST 2281.1B, NWC IDP 3736, DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), AND DOD 5220.22-S, NISPOM, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISSI 4000, AND NACSI 4009.

ACCESS TO COMSEC MATERIAL WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA. THE DEFENSE SECURITY SERVICE IS RELIEVED OF INSPECTION RESPONSIBILITY FOR COMSEC MATERIAL UNDER THIS CONTRACT.

CLEARED COMSEC BRIEFED PERSONNEL WILL BE PRESENT WHENEVER COMSEC EQUIPMENT IS IN USE.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

EACH CONTRACTOR EMPLOYEE REQUIRED TO TRANSPORT COMSEC MATERIAL MUST HAVE A COMPANY COURIER CARD.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #3.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #4, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE INVESTIGATIVE SERVICE (DIS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

TEMPEST SECURITY REQUIREMENTS ARE IMPOSED IF THIS CONTRACT REQUIRES THE CONTRACTOR TO ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE (ATTACHMENT #5) MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

THE DETERMINATION THAT CLASSIFIED DATA NO LONGER REQUIRES ANY DEGREE OF PROTECTION MUST BE DETERMINED BY THE ORIGINATING AGENCY. IF EXPIRED DATES ARE INDICATED IN ANY CLASSIFICATION GUIDE, REFERENCED OR ATTACHED, WRITTEN INQUIRY TO THE ORIGINATING AGENCY FOR VERIFICATION OF CURRENT GUIDANCE MUST BE OBTAINED PRIOR TO TAKING ANY ACTION.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 AND PER OPNAV NOTICE 5510 DTD 16 OCT 1995, SUBJ: NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958, REFER TO ATTACHMENT #6.

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(S) APPLIES AND WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED: OPNAVINST C5513.2B:

AN/APG-71 GUIDE DATED 18 Mar '96

AN/AWG-9 GUIDE DATED 20 OCT 89

F-14D TOMCAT GUIDE DATED 18 MARCH 1996 AND F-14A&B TOMCAT (ENCL 25)

AN/AYK-14(V) GUIDE DATED 20 OCT '89

IRST GUIDE DATED 27 APRIL 1995

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(S) APPLIES CONTINUED: OPNAVINST S5513.8B:

08B-03 ECM/ECCM, GENERAL

08B-04 ELECTRO-OPTICS SENSOR

08B-18 RADAR, GENERAL

08B-31 ASPJ

08B-36 ECCM RADIO, AN/ARC-182(V); AND

AMRAAM SECURITY CLASSIFICATION GUIDE DATED 30 SEPTEMBER 1995 (A.F).

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

SPECIAL ACCESS POLICY APPLIES TO THIS PROCUREMENT. ACCESS TO OR KNOWLEDGE OF THAT PORTION OF THE WORK WILL BE RESTRICTED TO THOSE INDIVIDUALS WHO HAVE A NEED-TO-KNOW, A U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL AND A SPECIAL BRIEFING. ONLY THAT INFORMATION SPECIFICALLY REQUIRED FOR THEIR DUTIES MAY BE REVEALED TO THEM. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

DEFENSE SECURITY SERVICE (DSS) IS RELIEVED OF INSPECTION RESPONSIBILITY FOR THE SPECIAL ACCESS PROGRAM (S) MATERIAL RELEASED TO OR DEVELOPED UNDER THIS CONTRACT.

CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.

ALL TECHNICAL DATA PROVIDED TO THE CONTRACTOR BY THE GOVERNMENT WILL BE PROTECTED FROM PUBLIC DISCLOSURE IN ACCORDANCE WITH THE MARKINGS CONTAINED THEREON. ALL OTHER INFORMATION RELATING TO ITEMS TO BE DELIVERED OR SERVICES TO BE PERFORMED UNDER THIS CONTRACT MAY NOT BE DISCLOSED BY ANY MEANS WITHOUT PRIOR APPROVAL OF THE AUTHORIZED REPRESENTATIVE TO THE USER AGENCY CONTRACTING OFFICER.

CONTINUED: DISSEMINATION OR PUBLIC DISCLOSURE INCLUDES BUT IS NOT LIMITED TO PERMITTING ACCESS TO SUCH INFORMATION BY FOREIGN NATIONALS OR BY ANY OTHER PERSONS OR ENTITY; PUBLICATION OF TECHNICAL OR SCIENTIFIC PAPERS, ADVERTISING; OR ANY OTHER PROPOSED PUBLIC RELEASE. THE CONTRACTOR SHALL PROVIDE ADEQUATE PHYSICAL PROTECTION TO SUCH INFORMATION SO AS TO PRECLUDE ACCESS BY ANY PERSON NOT AUTHORIZED SUCH ACCESS BY THE GOVERNMENT.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. PROCEDURES WILL BE IN ACCORDANCE WITH THE NISPOM, DOD 5220.22-M AND USER AGENCY SECURITY GUIDANCE.

THE CONTRACTOR AND ITS SUBCONTRACTORS, IF PERFORMING OR TRAVELING OUTSIDE THE UNITED STATES UNDER THIS CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF "DFARS CLAUSE 252.225-7043 - ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)", ATTACHMENT #7.

SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS:

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment #2, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT # 1 TO DD-254

DCID 1/7

Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

Introduction

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (Directive or DCID). Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

1.0 Policy

- 1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:
 - 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
 - 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government. pursuant to **DCID 5/6, Intelligence Disclosure Policy.**
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
 - 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;
 - 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
 - 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

4.0 General Applicability

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government

5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:

- 5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.
- 5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.
- 5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

- 6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:
 - 6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;
 - 6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;
 - 6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;
 - 6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

- 6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;
- 6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;
- 6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below; and
- 6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities

- 6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive

6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities

- 6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:
 - 6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections 9.2 and 9.3);
 - 6.3.1.2 The sponsoring agency shall maintain a record of material released;
 - 6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
 - 6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
 - 6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI); and,
 - 6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

7.0 Release to Foreign Governments, International Organizations, and Coalition Partners

- 7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 5/6, Intelligence Disclosure Policy, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, unclassified level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.
- 7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:
- 7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;
- 7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,
- 7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.
- 7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

9.0 Authorized Control Markings

9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.

9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)

9.2.1 This marking (ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.

9.2.2 Information bearing this marking may be disseminated within the headquarters² and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified

subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

9.2.3 Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."

9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value³. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."

9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" - NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

9.5 "AUTHORIZED FOR RELEASE TO (name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)

9.6.1 This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

9.6.2 Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

- 9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

10.0 Dissemination and Disclosure Under Emergency Conditions

- 10.1 Certain emergency situations ⁴ that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.
- 10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.
- 10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.
- 10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.
- 10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

11.0 Procedures Governing Use of Authorized Control Markings

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E. O. 12958.

12.0 Obsolete Restrictions and Control Markings

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
 - 12.1.1 **WNINTEL** and **NOCONTRACT**. The control markings, **Warning Notice - Intelligence Sources or Methods Involved (WNINTEL)**, and **NOT RELEASABLE TO CONTRACTORS/CONSULTANTS** (abbreviated **NOCONTRACT** or **NC**) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked **WNINTEL**. Holders of documents prior to 12 April 1995 bearing the **NOCONTRACT** marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
 - 12.1.2 Remarking of material bearing the **WNINTEL**, or **NOCONTRACT**, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
 - 12.1.3 Other obsolete markings include: **WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED**, **CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY**, **INTEL COMPONENTS ONLY, LIMITED**, **CONTINUED CONTROL**, **NO DISSEM ABROAD**, **BACKGROUND USE ONLY**, **USIB ONLY**, **NFIB ONLY**.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

13.0 Reporting Unauthorized Disclosures

- 13.1 Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the intelligence of another shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

14.0 Responsibilities of SOICs

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

15.0 Annual Report on the Use of Control Markings

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

16.0 Interpretation

- 16.1 Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

Signed by George D. Tenet

30 June 1998

Director of Central Intelligence

Date

Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
 - 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
 - 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN or PR to other than federal government employees.
 - 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:
 - a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
 - b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
 - c. US persons or facilities being immediately threatened by hostile forces;
 - d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
 - e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.
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Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

UNCLASSIFIED//FOR OFFICIAL USE ONLY

"FOR OFFICIAL USE ONLY" INFORMATION

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.

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.

Use of the above markings does not mean that the information cannot be released to the public, 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 to it.

Identification Markings. 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. Within a classified document, an individual page 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."

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.

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.

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.

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.

Disposition. When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

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.

**OPERATIONS SECURITY
GUIDANCE
FOR
CONTRACTORS**

AUGUST 1993

**PREPARED BY:
OPERATIONS SECURITY OFFICE
SAFETY AND SECURITY DEPARTMENT
NAVAL AIR WEAPONS STATION
CHINA LAKE, CALIFORNIA 93555-6001
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ATTACHMENT 4 TO DD FORM 254
OF 3 October 2000

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nations potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.

2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and countertactics. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of *indicators*, classified or unclassified, that reveal *U.S. capabilities or intentions*.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is essential to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.

a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and countertactics, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.
2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly [our] Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.
3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.
4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.
5. Chronologically identifying all activities involving the *essential* information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.
6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.
7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.
8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.
9. Two concepts the OPSEC team should consider when developing countermeasures are:
 - a. Vulnerabilities can often be minimized but rarely eliminated
 - b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC; work performed inside workspaces and work performed outside workspaces.

1. Inside workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed outside workspaces, or whenever EEFI is released from your workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.

CONTRACTOR TEMPEST QUESTIONNAIRE

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET - SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?
2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?
3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?
4. Provide the specific location, address and zip code, where the classified processing will be performed.
5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).
6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.
7. Perishability of Information Processed - Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).
8. Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.
9. TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system-used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

b. Is this company foreign owned or controlled? If so what is the country?

c. Provide contract number and identify sponsoring command.

2. Additional information:

a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.

b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.

c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

d. Provide the local TEMPEST Control Officer with copy of countermeasure results.

e. For questions concerning the completion of this form contact Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.



DEPARTMENT OF THE NAVY
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
2000 NAVY PENTAGON
WASHINGTON, D.C. 20350-2000

Canc frp: Oct 96

IN REPLY REFER TO

OPNAVNOTE 5510

Ser 09N2/5U532774

OCT 16 1995

OPNAV NOTICE 5510

From: Chief of Naval Operations
To: All Ships and Stations

Subj: NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE
ORDER 12958

Ref: (a) OPNAVINST 5510.1H

Encl: (1) Exemption Categories Replacing "OADR"
(2) Guide for Derivative Classification Markings

1. Purpose. To implement new derivative classification markings required by Executive Order (EO) 12958, "Classified National Security Information," and the Office of Management and Budget (OMB) Implementing Directive for Executive Order 12958.

2. Background. EO 12958 and the OMB Implementing Directive became effective on 14 October 1995. The EO and the OMB Implementing Directive will be further implemented within the Department of the Navy (DON) by revision of reference (a), which shall remain in effect during the interim, subject only to changes authorized by this notice and subsequent issuances.

3. Discussion. The two major changes required by EO 12958 are:

a. "Derived From" replaces the "Classified By" line.

b. A 10-year automatic declassification exemption category (-ies) marking ("X1" through "X8") replaces "Originating Agency's Determination Required" ("OADR") as the duration shown in the "Declassify On" line.

4. Action. Effective on 14 October 1995, Department of the Navy commands creating new documents and material containing derivatively classified information shall:

a. Use enclosure (1) to replace "OADR" and earlier EO indefinite duration markings with the corresponding 10-year automatic declassification exemption category(-ies) marking, pending issuance of updated DON security classification guidance in the OPNAVINST 5513 series.

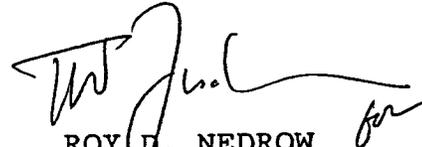
b. Use enclosure (2) to determine the appropriate markings.

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5. Points of Contact. The Chief of Naval Operations (N09N2) points of contact are Mr. Raymond P. Schmidt at (202) 433-8842/DSN 288-8842 and Mr. Ronald W. Marshall at (202) 433-8861/DSN 288-8861.

6. Cancellation Contingency. Retain this notice for reference purposes until incorporated into reference (a).



ROY D. NEDROW
Special Assistant for
Naval Investigative
Matters and Security

Distribution:
SNDL Parts 1 and 2
MARCORPS PCN 71000000000 and 71000000100

OCT 16 1995

EXEMPTION CATEGORIES REPLACING "OADR"

"Originating Agency's Determination Required" ("OADR"), and previous executive order indefinite duration markings shall not be used in new documents created after 14 October 1995.

The following 10-year automatic declassification exemption category markings shall replace "OADR" pending issuance of updated guidance in the Department of the Navy "RANKIN" Program guides, OPNAVINSTs C5513.2 through 5513.15 (NOTALs), inclusive:

<u>Exemption Category</u>	<u>New Marking</u>
(1) Intelligence source, method, or activity, or a cryptologic system or activity	X1
(2) Information that would assist in the development or use of weapons of mass destruction	X2
(3) Information that would impair the development or use of technology within a United States weapons system	X3
(4) United States military plans, or national security emergency preparedness plans	X4
(5) Foreign government information	X5
(6) Information that would damage relations between the United States and a foreign government, reveal a confidential source, or seriously undermine diplomatic activities that are reasonably expected to be ongoing	X6
(7) Information that would impair the ability of responsible United States Government officials to protect the President, the Vice President, and other individuals for whom protection services, in the interest of national security, are authorized	X7
(8) Information that would violate a statute, treaty, or international agreement	X8

Enclosure (1)

GUIDE FOR DERIVATIVE CLASSIFICATION MARKINGS

[New marking requirements are shown in bold.]

On the new "Derived From" line, cite the security classification guide or source document. On the "Declassify On" line, state the date or event (which must be less than 10 years from the origination date of the document) for declassification or state the 10-year automatic declassification exemption category(-ies) listed in enclosure (1).

Example:

Derived From: OPNAVINST S5513.6D-11
Declassify On: 12 JAN 2003

Example:

Derived From: CNO (N10) ltr Ser 6S123456 of 20 Jan 96
Declassify On: Upon completion of Project BIG JUMP

Example:

Derived From: COMDESRON FIFTEEN 261023Z Dec 95
Declassify On: X4

Example:

Derived From: CNO (N10) Report 7-97 "Operation BIG JUMP"
Declassify On: X1, X4

Example:

Derived From: Multiple Sources
Declassify On: X1, X3, X5

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE
UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the following office: Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113.

(End of clause)

Contractor Name: VERIDIAN ENGINEERING INC.

NAVY VALUE ENGINEERING GUIDE FOR CONTRACTORS

1. **INSTRUCTION.** The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy Personnel Performance Appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully revised throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, in the VE program, and believe that the mutual benefits realized thereby apparent in the following overview of VE methodology and procedures.

2. DEFINITIONS. POLICY AND PROCEDURES

a. VE is a process for systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic promises (the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractor's.

b. Contractors participate in the Navy VE program by two means:

(1) Voluntarily suggesting methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Complying with contract clause which require a specific program be established to identify and submit to the government methods for performing more economically. This requirement is incorporated as a separately priced line item of the contract and must meet minimum requirements of MIL-STD 1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program as set forth in FAR 48.102. Following are the key features:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit Value Engineering Change Proposals (VECPs).

(2) Agencies shall provide contractors objective and expeditious processing of VECPs.

(3) Agencies shall encourage subcontractors to submit VECPs by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 USC 2036 (d) and 41 USC 254 (b).

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d. VECs can significantly increase profit. Contractors may share up to 55% of royalties and 20% of annual collateral savings when their cost reduction ideas are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on site from private consultants and varies from straight classroom instruction to actual hands-on, in house VE projects guided by the instructor. This type of training may be tailored to the company's needs. "The government has two VE courses available the "Contractual Aspects of VE" (CAVE), taught by the United States Air Force institute of Technology School of Systems and Logistics of Wright Air Force Base, and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to government contractor personnel on a space available basis and attendance is encouraged.

3. VE METHODOLOGY. It is unnecessary for contractors to reinvent the wheel by making large investments of time, energy or money or money to develop formal VE analysis techniques. A formal methodology consisting of seven distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire system. In specific causes, some elements may be considered "given" and rigidly following the elements in sequence may not be necessary. These seven elements are:

a. We project Selection. The choices of system, services, hardware, component, requirement, etc., to VE application.

b. Determination of Function. Analysis and definition of the function of the selected VE project to answer the question, "What does it do?" The function itself may be questioned, "Is it necessary?"

c. Information Gathering. Collection and assembly of all necessary information concerning the VE items selected. Allows VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

d. Development of Alternatives. Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial brainstorming sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide answers to the question, "What else can perform this function?"

e. Analysis of Alternatives. Through this analysis, it is possible to weed out those ideas which appear technically or financially infeasible. This analysis permits the selection of alternatives for further feasibility testing bases on the resulting cost estimates. This element answers the question, "What is the cost of any alternative?"

f. Feasibility Testing and Function Verification. Determines that the selected alternative can perform the required function and is technically feasible. A viable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Is the alternative technically feasible?" and "Does the alternative provide the essential function?"

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g. Preparation and submission of proposals. The final selection, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with requirements of the contract. Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.

4. SHARING MECHANISMS. VE will be implemented in Navy contracts by clauses identifying either the incentive of the mandatory methods discussed above. The following table summarizing possible sharing arrangement under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS

(figures in percent)

Contract type	Sharing Arrangement			
	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract rate	Concurrent and Future rate	Instant Contract rate	concurrent and Future contract rate
Fixed price (other than incentive)	50/50	50/50	75/25	75/25
Incentive (fixed price or cost)	*	50/50	*	75/25
Cost reimbursement** (other than incentive)	75/25	75/25	85/15	85/15

* Same sharing arrangement as the contract's profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on a current contract, on other concurrent contracts where the VECP savings apply, and on future contracts which incorporate the VECP. The other type of savings is collateral saving. Collateral saving are those in any other area such as logistics support, operations or other ownership saving which accrue to the government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-to-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

□

ATTACHMENT NO. 5

Contractor Name:

VERIDIAN ENGINEERING INC.

**CONTRACT
ADMINISTRATION PLAN**

In order to expedite administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these individuals or offices shall be included in the contract award document. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

PROCURING CONTRACTING OFFICER (PCO) RESPONSIBILITIES

The PCO has authority to perform the following functions:

1. The PCO is responsible for all pre-award information, questions, and data.
2. Changes, questions, or information regarding the scope, terms or conditions of the basic contract documentation.
3. The PCO is also responsible for any actions not delegated to any other Government activity.

CONTRACT ADMINISTRATION OFFICE (CAO) RESPONSIBILITIES

The CAO has been assigned administrative functions in accordance with FAR 42.302 and DFARS 42.302 except in those areas otherwise designated herein.

DEFENSE CONTRACT AUDIT AGENCY (DCAA) RESPONSIBILITIES

The Defense Contract Audit Agency (DCAA) is responsible for audit verification, provisional approval of invoices and final audit of the contract.

DEFENSE LOGISTIC AGENCY (DLA) RESPONSIBILITIES

The Defense Logistic Agency (DLA) is responsible for payment of proper invoices after acceptance is documented.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND GOVERNMENT TECHNICAL ASSISTANT RESPONSIBILITIES

The Contracting Officer's Representative (COR) has been delegated the authority to perform specific administrative functions which will consist of the following:

1. Provide contracting officer's representative direction and discussions with respect to the statement of work, as well as, any Contract Data Requirements and Data Item Descriptions. The COR shall be fully cognizant of the contract terms, clauses and conditions, in order to avoid actions that exceed contract requirements. The COR shall ensure that any directions, suggestions or requests from the contractor are consistent with the contract provisions.

Contractor Name: VERIDIAN ENGINEERING INC.

2. The COR shall ensure that the contract does not become a personal services contract.
3. The COR is responsible, through input from the Government Technical Assistant, for bringing to the attention of the Contracting Officer, and the functional code for whom the work is being performed, any significant deficiencies with respect to contract performance or other actions which may jeopardize contract performance.
4. The COR is responsible for maintaining a COR contract file. This file is to contain copies of all correspondence between the technical code(s) and the Contractor; cost/schedules/status and progress reports, telephone communications and invoices, plus any other information pertaining to the administration of the contract. The COR, through input from the Government Technical Assistant, shall ensure that copies of all documents are forwarded to the Contracting Officer for placement in the contract file.
5. The Government Technical Assistant is responsible for coordinating contact between Government personnel and the Contractor, including any Government personnel visiting the contractor's facility on matters pertaining to the contract, the COR shall be notified by written or oral reports to be maintained in the COR contract file.
6. The COR, upon receipt from the Government Technical Assistant, is responsible for promptly furnishing documentation on any request received from the Government Technical Assistant for change, deviation, or waiver (whether by the Government or the Contractor) to the Contracting Officer for action and or placement in the contract file.
7. In the event of Contractor delay or failure to perform, the COR, through input from the Government Technical Assistant, shall determine the cause and make recommendations for appropriate corrective and/or preventive measures to be taken by the Contracting Officer.
8. The COR, through the Government Technical Assistant, shall monitor the Contractor's compliance with any safety requirements stated in the Contract.
9. The COR, through input from the Government Technical Assistant, shall review all Contractor's progress reports and furnish to the PCO a written report based on his/her personal observations or observations from the Government Technical Assistant. This report shall be submitted each quarter. This report may be as brief or as extensive as the COR determines is necessary, but must contain information on all elements of the Contractor's progress report.
10. The COR, through input from the Technical Assistant, shall monitor the Contractor's performance to ensure that he is not using inefficient or wasteful methods; and that the individual contractor employees are of the skill levels required and are actually performing at the levels ~~charged to the delivery order during the period covered.~~
11. In the event data is provided, the Government Technical Assistant is responsible for ensuring the acceptability and acceptance of deliverables or services, and the completion of related documentation. Based upon the Technical Assistant's determination with respect to the acceptability of data products, the Technical Assistant shall execute the Department of Defense Form (DD) 250 or indicate rejection of the data as appropriate. The COR shall be furnished a copy of DD Form 250 and all related documentation.

Contractor Name: VERIDIAN ENGINEERING INC.

12. The COR is responsible for ensuring that any Alternate COR appointed to the contract adheres to these instructions.

13. The COR and Government Technical Assistant are responsible for ensuring that a current confidential Statement of Affiliations and Financial Interest (DD Form 1555) is kept on file with the Cognizant Ethics Official.

The above listed authority of the COR and Government Technical Assistant does not authorize the COR or Government Technical Assistant to take any action, either directly, or indirectly that could result in a change in pricing, estimated hours, quality, place of performance, delivery schedule, or any other terms and conditions of the contract. In addition, the COR and the Government Technical Assistant are not allowed to direct the Contractor to perform any effort which exceeds the scope of the basic contract. Whenever there is the potential that discussions may impact areas such as described above, the COR, through input from the Government Technical Assistant, will contact the PCO for guidance. Questions pertaining to interpretation of statement of work or specification, which will affect the basic contract shall be forwarded to the PCO.