

FOIA Electronic Reading Room Document Coversheet

Document Description: N68936-00-D-0007 MODIFICATION P00001-P00009

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. # N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY Naval Air Warfare Center - Weapons division, Contracts Dept. 575 "I" Avenue, Suite #1 Point Mugu, CA 93042-5049	CODE N68936 P.O.C Chris Stine Code 230000E, (805) 989-1992	7. ADMINISTERED BY (if other than Item 6) DCM Baltimore 217 East Redwood St., Suite 1800 Baltimore, MD 21202-5299		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TeamQualtec 23330 Cottonwood Parkway, Suite 150 California, MD 20619			(B)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N68936-01-D-0007
CODE 1RN86 FACILITY CODE				10B. DATED (SEE ITEM 13) 12 January 2001

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(B)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- A. Change all references to the contract paying office in the contract as follows:
DELETE: DFAS-Columbus Center DFAS-CO/South Entitlement OPS; P.O. Box 182264, Columbus, OH 43218-2264
SUBSTITUTE: DFAS OPLOC CHAS, Charleston Operating Location; 1545 Truxton Avenue, Suite C, Charleston, SC 29405-1968
- B. Change all references in the contract for TeamQualtec's address as follows:
DELETE: TeamQualtec, 21535 Pacific Drive, Suite B-1, Lexington Park, MD 20653
SUBSTITUTE: TeamQualtec, 23330 Cottonwood Parkway, Suite 150, California, MD 20619
- C. All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHUMANN, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE U PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. P00002 3. EFFECTIVE DATE 3/14/07 4. REQUISITION/PURCHASE REQ. # N/A 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE N68936 7. ADMINISTERED BY (if other than Item 6) CODE DCM Baltimore 217 East Redwood St., Suite 1800 Baltimore, MD 21202-5299

Naval Air Warfare Center - Weapons division, Contracts Dept. 575 "I" Avenue, Suite #1 P.O.C Chris Stine Point Mugu, CA 93042-5049 Code 230000E, (805) 989-1992

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TeamQualtec 23330 Cottonwood Parkway, Suite 150 California, MD 20619 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X N68936-01-D-0007 10B. DATED (SEE ITEM 13) 12 January 2001

CODE 1RN86 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (b) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to: A. Change the contract administration office B. Revise Section H to add a new COR C. Revise Section J to add a new DD Form 1423 CDRL and add a new DD 254 Security Classification Specification

See page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHUMANN, CONTRACTING OFFICER 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Sharon Schumann (Signature of Contracting Officer) 16C. DATE SIGNED 3/14/07

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-106

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

A. CHANGE TO CONTRACT ADMINISTRATION OFFICE

Change all references to the contract administration office in the contract as follows:

DELETE: DCM Baltimore, 217 E. Redwood St., Suite 1800, Baltimore, MD 21202-5299

SUBSTITUTE: NAVAL Air Warfare Center – Weapons Division, Contracts Dept.,
Code 23,000E, 575 "T" Avenue, Suite #1, Point Mugu, CA 93042-5049

B. Revise SECTION H – SPECIAL CONTRACT REQUIREMENTS as follows:

Clause H1 "Designation of Contracting Officer's Representative (COR)

DELETE: Kathy Mercer as the designated COR

SUBSTITUTE: Julie Hartshorn as the designated COR

C. Revise SECTION J – LIST OF ATTACHMENTS as follows:

Exhibit A

DELETE: DD Form 1423 "Contract Data Requirements List", 3 pages dated 2/9/00

SUBSTITUTE: DD Form 1423 "Contract Data Requirements List", 6 pages dated 3/13/01

All associated Data Item Descriptions (DIDs) remain unchanged and are included as part of this contract.

DD 254

DELETE: DD 254 "Contract Security Classification Specification" dated 01 Sep 1999

SUBSTITUTE: DD 254 "Contract Security Classification Specification" dated Mar 12 2001

All associated attachments to the DD 254 remain unchanged and are included as part of this contract.

D. All other terms and conditions remain unchanged as a result of this modification.

End of modification P00002

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB 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 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (C704-0188), 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: MISC/MGMT					
D. SYSTEM/ITEM Technical Data, Repositories, and DCCs		E. CONTRACT/PR NO. N68936-01-D-0007		F. CONTRACTOR TEAMQUALTEC					
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE					
4. AUTHORITY (Data Acquisition No.) DI-MISC-80508 (See Block 16)		5. CONTRACT REFERENCE SOW Sections 2.0, 3.0, & 4.0		6. REQUIRING OFFICE NAVAIR Code 3.0					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION					
8. APP CODE N/A	See Block 16	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES			
16. REMARKS				DRAFT	Final				
<p>Block 4: Contractor format is authorized provided the DID is used as a guideline.</p> <p>Block 9: Distribution Statement shall be defined in individual Task Order.</p> <p>Blocks 10, 11, 12, and 13: Submissions shall be defined in individual Task Order.</p> <p>Block 14: Distribution shall be defined in individual Task Order.</p>				TASK ORDER TPOC		Req	Repro		
				NAWC-WD 230000E		LTR	ONLY		
		15. TOTAL				→			

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM	3. SUBTITLE	
4. AUTHORITY (Data Acquisition No.)		5. CONTRACT REFERENCE	
6. REQUIRING OFFICE			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	
12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION		
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	
16. REMARKS		15. TOTAL	
<p>SEE ATTACHED A002</p>			
		15. TOTAL	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE 3/13/01
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

EXHIBIT
"A"

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden 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, 1313 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please **DO NOT RETURN** your form to either of these addresses. Send completed form to the Government issuing contracting officer for the contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. CLINs 0005, 0014, 0023, 0032	B. EXH/ATCH NO. A	C. CATEGORY: TDP: TM: OTHER: MGMT
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D. SYSTEM/ITEM 3.3/3.0J Technical/Management Logistics Support Services	E. CONTRACT/PR NO. N68936-01-D-0007	F. CONTRACTOR TEAM Qualtec
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM MONTHLY PROGRESS, STATUS AND MANAGEMENT REPORT	3. SUBTITLE PROJECT STATUS REPORT
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4. AUTHORITY (CITE ACQUISITION DOCUMENT NO.) DI-MGMT-80368	5. CONTRACT REFERENCE Section C	6. REQUESTING OFFICE AIR-3.0C
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE (SEE 16)	13. DATE OF SUBSEQUENT See Block 16	

16. REMARKS :
Block 4: Delete paragraph 10.3K, L and O. Reporting period will match the contractor's pay periods, so that Actual labor and cost expenditures will match invoice totals. Reports will include the following for the reporting period:

1. planned and expended man-hours by Labor Category for the reporting period and expended total costs (labor, base fee, travel, ODCs) and estimates for immediate future periods. Contractor format acceptable.
2. cost expenditures delineated by the following General Tasks (including all but not detailing expenditures for sub-tasks) from the SOW: (Must utilize template attached to this CDRL)
General Tasks 3.3A, 3.3B, 3.3C, 3.3D, 3.3E, 3.3F, 3.3G, 3.3H, 3.0JA, 3.0JB, 3.0JC, 3.0JD, 3.0JE, 3.0JF, 3.0JG, and 3.0JH (reserved)

Blocks 12 and 13 and : Deliveries will be made monthly, via electronic submission, commencing the 20th of the month following task order award and to continue subsequently on the 20th of each month for the entire period of performance of the task order.

a. ADDRESSEE	b. COPIES	
	DRAFT	FINAL
	Req.	Ret.
AIR-3.0C (NAVAIR HDQTRS)	1	
Task Order TPOC	1	
15. TOTAL →	2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE 3/13/01
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DD Form 1423-1, JUN 90
1007/183

DD Form 1423-1, JUN 90

Mailing address for AIR-3.0C: 3.0cssactionteam@navair.navy.mil
Mailing address for TPOC will be provided with each task order.

N68936-01-D-0007

Company: TEAM Qualtec
 Contract No. N68936-01-D-0007
 Task Order No.:
 FY:

General Tasks	OCTOBER	NOVEMBER	DECEMBER	JANUARY
	2000	2000	2000	2001
3.3A Technical Manual Program Support				
3.3B Technical Manual Preparation and Publishing				
3.3C Technical Data Conversion				
3.3D Technical Data Distribution				
3.3E Technical Libraries, Repositories, And Data Control Centers (DCC)				
3.3F Technical Data Management And Technical Data Packages				
3.3G Miscellaneous Technical Data Systems Support				
3.3H Standardization, Policy And Procedures Support				
3.0JA Data Protection				
3.0JB JEDMICS Site Management Operations				
3.0JC CMIS Site Management and Operations				
3.0JD Joint Logistics Products & Processes - General Support				
3.0JE Security Requirements				
3.0JF Other Requirements				
3.0JG Emerging Technology Advisory Board				
3.0JH (Reserved)				
Totals	\$ -	\$ -	\$ -	\$ -

**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
CONFIDENTIAL

b. LEVEL OF SAFEGUARDING REQUIRED
CONFIDENTIAL

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

a. PRIME CONTRACT NUMBER
N68936-01-D-0007

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER
N68936-99-R-0163

DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: (X AND COMPLETE AS APPLICABLE)

a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD)
20010312

b. REVISED (Supersedes all previous specs) Revision No. DATE (YYYYMMDD)

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 (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 the contractor's request dated . retention of the identified material is authorized for the period of

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

a. NAME, ADDRESS, AND ZIP CODE
TeamQualtec
23330 Cottonwood Parkway
Suite 150
California, MD 20619

b. CAGE CODE
1RN86

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
Defense Security Service (DSS)
938 Elkridge Landing Road
Suite 310
Linthicum, MD 21090

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

Provide technical support services for program manuals and support services to copy negative, direct image, floppy diskettes and magnetic tapes.

TPOC: Julie Hartshorn, AIR 3.0, (301) 757-8420

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION (DO NOT USE)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION AT ANOTHER CONTRACTOR FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE US, PUERTO RICO, US POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>

DD Form 254, Dec 99

Previous editions are obsolete.

ATTACHMENT (5)

P. 02/03

NQAIR

MAR-13-2001 16:50

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

Direct Through (Specify):

TRANSMISSION BY NON-SECURE FACSIMILE OR E-MAIL IS NOT AUTHORIZED

Commander, Naval Air Systems Command (AIR 7.5), Office of Public Affairs, Bldg 409
22268 Cedar Point Road (Telephone (301) 757-8909), Patuxent River, MD 20670

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

Technical papers, briefings, presentations, either classified or unclassified to be presented at classified symposia must be submitted to AIR 7.4.1 for approval prior to presentation. Unclassified material submitted for public release (that is not to be presented at classified symposia) shall be forwarded for review prior to release. As stated in item 12 above, Transmission by facsimile of technical papers, briefings or presentations is NOT authorized.

Department of the Navy (DoN) OPNAVINST 5513 series classification guides and/or DoN classified source documents which cite "OADR" as a declassification instruction will continue to be used for derivative classification except as follows: derivative classifiers shall convert the "OADR" marking to the appropriate "X" code as prescribed by OPNAVNOTE 5510 of 18 Oct 95. "New Derivative Classification Markings Under Executive Order 12958". There are no requirements to remark documents created before this notification.

Visit requests shall have "need-to-know" certified by the TPOC listed in Block 9. All visit requests to Military Installations for classified or unclassified visits from subcontractors will be sent via the prime contractor who will certify the need-to-know

If additional security classification is required, contact AIR 7.4.1.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identified the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) YES NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas of elements carved out and the activity responsible for inspection. Use item 13 if additional space is needed.) YES NO

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (include Area Code)
Barabara J. Vaughan	Contracting Officer's Security Representative (COSR)	(301) 757-2894

d. ADDRESS (include Zip Code)
Commander, Naval Air Systems Command - Attn: Security AIR 7.4.1
47123 Buse Road, Bldg 2272, Patuxent River, MD 20670-1547

17. REQUIRED DISTRIBUTION
- a. CONTRACTOR
 - b. SUBCONTRACTOR
 - c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 - d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
 - e. ADMINISTRATIVE CONTRACTING OFFICER
 - f. OTHERS AS NECESSARY SEE ITEM 13 ABOVE

e. SIGNATURE
Barabara J. Vaughan MAR 12 2001

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. # N/A	5. PROJECT NO. (if applicable)
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6. ISSUED BY Naval Air Warfare Center - Weapons division, Contracts Dept. 575 "I" Avenue, Suite #1 Point Mugu, CA 93042-5049	CODE N68936 P.O.C Chris Stine Code 230000E, (805) 989-1992	7. ADMINISTERED BY (if other than Item 6) See block 6	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TeamQualtec 23330 Cottonwood Parkway, Suite 150 California, MD 20619	(B)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. N68936-01-D-0007
		10B. DATED (SEE ITEM 13) 12 January 2001

CODE 1RN86	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(B)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return one copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

- A. Change the contract administration office
- B. Change the contract paying office
- B. Decrease contract ACRN AA by \$400,000

See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHUMANN, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

- A. The contract administration office for this contract is hereby changed to DCM Baltimore. Accordingly, revise all references to the contract administration office in the contract as follows:

DELETE: Naval Air Warfare Center – Weapons Division, Contracts Dept.,
Code 230000E, 575 "T" Avenue, Suite #1, Point Mugu, Ca 93042-4059

SUBSTITUTE: DCM Baltimore (Code S2101A)
217 E. Redwood #1800
Baltimore, MD 21202

- B. The contract paying office for this contract is hereby changed to DFAS Columbus. Accordingly, revise all references to the contract paying office in the contract as follows:

DELETE: DFAS OPLOC CHAS
Charleston Operating Location;
1545 Truxton Avenue, Suite C
Charleston SC 29405-1968

SUBSTITUTE: DFAS – Columbus Center DFAS – CO/South Entitlement OPS
P.O. Box 182264,
Columbus, OH 43218-2264

- C. Decrease the ACCOUNTING AND APPROPRIATION DATA in Block 23 on the SF 1447 facepage of the contract:

AA: 1711804.4U4N 233 AA215 0 068342 2D N63126 44NCM0000000	DECREASE
Doc. No: N0001901WXZZK2L JON: C23001NATQDC Doc: N63126-101201DC	\$400,000.00
BLI: 038 EE: 490 PCC: 23NT00E	

End of modification P00003.

A. SUBJECT OF SOLICITATION (INDICATION OF CONTRACT)		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 6/14/01	4. REQUISITION/PURCHASE REQ. # N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE	N68936	7. ADMINISTERED BY (if other than item 6) CODE		
Naval Air Warfare Center - Weapons Division, Contracts Dept. 575 F Avenue, Suite #1, Bldg 66 P.O.C. Chris Sims Point Mugu, CA 93042-5049 Code ZS0002E, (805) 989-1992 simsc@navair.navy.mil		DCM Baltimore 217 East Redwood St., Suite 1808 Baltimore, MD 21202-5299		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		
TeamQualtec 23839 Comwood Parkway, Suite 150 California, MD 20818		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. N68936-01-D-0007		
		10B. DATED (SEE ITEM 11) 12 January 2001		
9CME TRNBB	FACILITY CODE			

DUPLICATE
 DUPLICATE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above mentioned solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if applicable)
 No Change

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(b) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in buying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MINI-COMPAQ

D. OTHER (Specify type of modification and authority)

2. IMPORTANT: Contractor is not, required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract number where feasible.)

The purpose of this modification is to add a new DD 254 "Contract Security Classification Specification" to change the award fee evaluation periods and to add/delete clauses as appropriate in Section I of the contract.

See page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 9B, as hereinafter changed, remain unchanged and to full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) PATRICIA Z. RYAN, Program Director	15B. CONTRACTOR/OFFEROR <i>Patricia Z. Ryan</i>	15C. DATE SIGNED 12 JUNE 01	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHULMANN, CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA <i>Sharon Schumann</i>	16C. DATE SIGNED 6/14/01
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A. Revise SECTION J – LIST OF ATTACHMENTS as follows:

Attachment (5) - DD 254

DELETE: DD 254 "Contract Security Classification Specification" dated 12 March 2001.

SUBSTITUTE: DD 254 "Contract Security Classification Specification" dated 23 April 2001 and attachments (1 – 5) to the DD 254, totaling 28 pages.

B. Award Fee Evaluation Plan: Section I, INTRODUCTION, paragraph 2, add item k. as follows:

k. The award fee evaluation period, which is six months in duration for the second and all subsequent award fee evaluation periods for this contract, shall end 30 November and 31 May respectively.

C. Section I, Contract Clauses

Add: 52.252.20 Limitation of Cost (APR 1984)

Delete: 252.242-7005 Cost/Schedule Status Report (MAR 1998)

D. All other terms and conditions, remain unchanged as a result of this modification.

End of modification P00004

**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

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

Ref # PM01-005

Sub #

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

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	NG8936-01-D-0007	11/01/11
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER		Date (YYYYMMDD)

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

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases.)	Date (YYYYMMDD)	01/03/12
<input checked="" type="checkbox"/>	b. REVISED (Supersedes all previous specs.)	Revision No.	1 01/04/23
<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 NOFORN-39-C-SECRET (QUALTEC) (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 TEAM QUALTEC 23330 COTTONWOOD PARKWAY SUITE #150 HOLLYWOOD, MD 20619 CALIFORNIA, MD	b. CAGE CODE 1RN86	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 939 ELKBRIDGE LANDING ROAD SUITE 310 LINTHICUM, MD 21090-2917
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. ACTUAL PERFORMANCE

a. LOCATION REFER TO BLOCK 13	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

OPERATIONS AND MANAGEMENT SUPPORT AND ANALYSIS & TECHNICAL SUPPORT ON BEHALF OF THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) CODE 3.0 COMPETENCY AND ITS COMPONENT FIELD ACTIVITIES.

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>	<input 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 Mugu, 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.

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

THE CONTRACTOR SHALL PROVIDE WELL DOCUMENTED REPORTS IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LISTS, DESCRIBING INTERFACE WITH INTERNAL AND EXTERNAL CUSTOMERS FOR THE FOIA.

(WOC) AND FLEET LABOUR DIVISIONS. ALL WORK TO BE PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE STATEMENT OF WORK, THE NATEC STANDARD OPERATING PROCEDURES FOR EACH AREA AND OTHER RELATED INSTRUCTIONS.

ACCESS TO SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), THE CONTRACTOR SHALL BE AWARE OF THE CLASSIFICATION SPECIFICATION AND THE SECURITY REQUIREMENTS OF THE

GUIDELINES.

SECNAVINST 5510.36 SUPERSEDED OPNAVINST 5510.1H, SUBJ: "DEPARTMENT OF THE NAVY INFORMATION AND PERSONNEL SECURITY PROGRAM REGULATION"

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

ACCESS TO SECRET INFORMATION WILL BE AT HEADQUARTERS, NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE COMMAND (NATEC), NAS NORTH ISLAND, SAN DIEGO, CA, AT THE CONTRACTOR FACILITY, AT THE NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU; AND CHINA LAKE, CA; AND AT OTHER DOD AGENCIES AND THEIR CONTRACTORS.

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 each requirement)

Yes

No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

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 93542-5049

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, 230000E (S. SCHUMANN)

e. SIGNATURE

Judy Smith

Pri

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.

TECHNICAL PAPERS, BRIEFINGS, PRESENTATIONS, EITHER CLASSIFIED OR UNCLASSIFIED TO BE PRESENTED AT CLASSIFIED SYMPOSIA MUST BE SUBMITTED TO AIR 7.4.1 VIA NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CODE 741100E (BLOCK 12) FOR APPROVAL PRIOR TO PRESENTATION. UNCLASSIFIED MATERIAL SUBMITTED FOR PUBLIC RELEASE (THAT IS NOT TO BE PRESENTED AT CLASSIFIED SYMPOSIA) SHALL BE FORWARDED FOR REVIEW PRIOR TO RELEASE. AS STATED IN ITEM 12 ABOVE. TRANSMISSION BY FACSIMILE OF TECHNICAL PAPERS, BRIEFINGS OR PRESENTATIONS IS NOT AUTHORIZED.

VISIT REQUESTS SHALL HAVE "NEED TO KNOW" CERTIFIED BY THE OFFICIAL LISTED IN BLOCK 16. ALL VISIT REQUESTS TO MILITARY INSTALLATIONS FOR CLASSIFIED OR UNCLASSIFIED VISITS FROM SUBCONTRACTORS WILL BE SENT VIA THE PRIME CONTRACTOR WHO WILL CERTIFY THE NEED-TO-KNOW.

AIS 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 AIS INSTRUCTIONS.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO AND SAFEGUARDING OF CLASSIFIED FOREIGN GOVERNMENT INFORMATION (EXCLUDING NATO) REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 10, SECTION 3. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

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 THE 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 OF THE CONTRACTING OFFICE.

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.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #1.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #2, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT 3, DCID 17, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

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 SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF GOVERNMENT SENSITIVE DATA (AS DEFINED BY PUBLIC LAW 100-235) DURING THE PERIOD OF THIS AGREEMENT. SUCH PROTECTION WILL BE EQUIVALENT TO THE PROTECTION THE CONTRACTOR AFFORDS ITS OWN PROPRIETARY DATA AND TRADE SECRETS; BUT IN ANY EVENT, GOVERNMENT SENSITIVE DATA WILL NOT BE DISCUSSED, PROCESSED, OR TRANSMITTED OVER UNSECURE TELEPHONE, FACSIMILE, COMPUTER OR COMMUNICATIONS CIRCUITS.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA OR NAVAL AIR WEAPONS STATION POINT MUGU, CA POINT OF CONTACT.

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.

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.

SECURITY CLASSIFICATION GUIDE(S) WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED.

DEPARTMENT OF THE NAVY (DON) OPNAVINST 5513 SERIES CLASSIFICATION GUIDES AND/OR DON CLASSIFIED SOURCE DOCUMENTS WHICH SITE "OADR" AS A DECLASSIFICATION INSTRUCTION WILL CONTINUE TO BE USED FOR DERIVATIVE CLASSIFICATION EXCEPT AS FOLLOWS: DERIVATIVE CLASSIFIERS SHALL CONVERT THE "OADR" MARKING TO THE APPROPRIATE "X" CODE AS PRESCRIBED BY OPNAVNOTE 5510 OF 16 OCT 95 "NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958", ATTACHMENT #5. THERE ARE NO REQUIREMENTS TO REMARK DOCUMENTS CREATED BEFORE THIS NOTIFICATION.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH 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 2221.9C, 5510.93, NTISI-4000, AND NACSI 4009.

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.

4

ACCESS TO COMSEC MATERIAL WILL BE AT HEADQUARTERS, NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE COMMAND, NAS NORTH ISLAND, SAN DIEGO, CA, NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU AND CHINA LAKE, CA; AND AT OTHER DOD ACTIVITIES ONLY.

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

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

THE DEFENSE SECURITY SERVICE IS RELIEVED OF INSPECTION RESPONSIBILITY FOR COMSEC MATERIAL UNDER THIS CONTRACT.

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.

REVISION #1 OF 23 APRIL 2001 OF THIS DD254 IS ISSUED TO: ADD TO THE BASIC CONTRACT, SECURITY GUIDANCE TO UPGRADE THE SECURITY CLEARANCE AND SAFEGUARDING LEVEL OF THE CONTRACTOR FACILITY, "BLOCKS 1A AND 1B" TO SECRET; CHANGE BLOCKS 10.A "COMSEC", 10.E. "INTELLIGENCE INFORMATION", 10.E.(2) "NON-SCI, 10.G "NATO INFORMATION", 10.H "FOREIGN GOVERNMENT INFORMATION, AND 11.G "DTIC SERVICES", FROM "NO" TO "YES", AND PROVIDE APPLICABLE SECURITY GUIDANCE; ADD TO BLOCK 13 "SECURITY GUIDANCE, SECOND PARAGRAPH, "SECNAVINST 5510.36 "DEPARTMENT OF THE NAVY INFORMATION SECURITY PROGRAM (ISP) REGULATION" ; AND "SECNAVINST 5510.36 SUPERCEDED OPNAVINST 5510.1H, "DEPARTMENT OF THE NAVY INFORMATION AND PERSONNEL SECURITY PROGRAM REGULATION". NO FURTHER CHANGES.

"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.

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 #2 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 5/5, 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 unclassified information in such a way as to render the unclassified 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, classified 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 situations⁴ 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 Remarketing 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

**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
and
Point Mugu, California 93042-5000**

ATTACHMENT 4 TO DD FORM 354
OF _____

10

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 nation's 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 form 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 counterattacks, 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.



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.

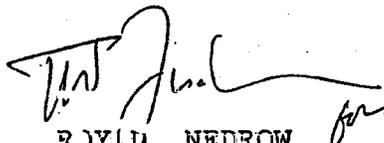
b. Use enclosure (2) to determine the appropriate markings.

OPNAVNOTE 5510

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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)

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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: X2, X3, X5

Enclosure (2)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. FO0005	3. EFFECTIVE DATE 2/5/02	4. REQUISITION/PURCHASE REG. # N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY Naval Air Warfare Center - Weapons Division, Contract Dept. 575 T Avenue, Suite #1 Port Huen, CA 93042-8040	CODE N8938	7. ADMINISTERED BY (Other than Item 4) DCM Baltimore 217 East Redwood St., Suite 1800 Baltimore, MD 21202-6299	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county; State and ZIP Code) TeamQualtec 23330 Cottonwood Parkway, Suite 150 California, MD 20819		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT ORDER NO. N8938-01-D-0007 10B. DATED (SEE ITEM 13) 12 January 2001	
CODE 1R98	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (a) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)
Mutual Agreement of the Parties
- E. IMPORTANT: Contractor is not, required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to:

- Add clause 5252.237.9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES
- Incorporate other contractual language pertaining to NMCI.

See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) PATRICIA Z. RYAN TeamQualtec Program Director	15B. CONTRACTOR/OFFEROR Patricia Z. Ryan (Signature of person authorized to sign)	15C. DATE SIGNED 5 Feb 02	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHUMANN, CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA Sharon Schumann (Signature of Contracting Officer)	16C. DATE SIGNED 2/5/02
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Part I. Revise Section H -- SPECIAL CONTRACT REQUIREMENTS to incorporate the following clause:

5252.237-9503

**ORDERING PROCEDURES FOR NAVY MARINE CORPS
INTRANET (NMCI) SERVICES**

- (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."
- (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

End of clause.

Part II. This modification authorizes TEAMQUALTEC to acquire NMCI services for the period from the date of this modification P00005 through 12 January 2004, and for any option period(s) as may be exercised. This obligates funds for NMCI services in accordance with clause 5252.237-9503 entitled "Ordering Procedures for Navy Marine Corps Intranet (NMCI) Services (Sep 2000)."

A. Attachment (1) details the "On-site Support Contractor Ordering Process" to be used by TEAMQUALTEC in placing its order for NMCI services.

B. The contractor shall incorporate and adhere to Attachment (2) "Purchase Order Terms and Conditions for Support Contractors for NMCI and NMCI Like Services" in its subcontract for NMCI services.

C. The NMCI requirements for this Contract are in accordance with NMCI Contract N00024-00-D-6000 CLIN 0001AA, described as "Red Seat", and CLIN 0001AB, described as "White Seat." The Navy Marine Corps Intranet (NMCI) Services Requisition Approval sheet is incorporated as Attachment (3) of this contract modification.

1. **SECTION G - CONTRACT ADMINISTRATION DATA**

a. Accounting and Appropriation Data

Funding for NMCI services is hereby appropriated as follows:

(to be determined on each individual task order)

b. Limitation of Liability-Incremental Funding

This Contract is incrementally funded and the amount currently available for payment hereunder is limited to *(to be determined on each individual task order)*, inclusive of fee. Subject to the provisions of FAR 52.232-22 entitled "Limitation of Funds" of the General Provisions of this Contract, no legal liability on the part of the Government for payment in excess of \$*(to be determined on each individual task order)* shall arise unless additional funds are made available and are incorporated as a modification to this Contract.

All other terms and conditions of the subject Contract remain unchanged and in full force and effect.

End of modification P00005.

ATTACHMENT (1)

ON - SITE SUPPORT CONTRACTOR ORDERING PROCESS

STEP 1 SUPPORT CONTRACTOR OBTAINS WRITTEN AUTHORIZATION FROM THE COGNIZANT CONTRACTING OFFICER INDICATING AUTHORIZATION TO ACQUIRE NMCI SERVICES. AUTHORIZATION NEEDS TO INCLUDE PERIOD OF PERFORMANCE AND SUPPORT CONTRACTOR GOVERNMENT CONTRACT NUMBER

STEP 2 SUPPORT CONTRACTOR PREPARES A PURCHASE REQUEST INDICATING REQUESTED NMCI SERVICES. INDICATE SUPPORT CONTRACTOR POINT OF CONTACT REQUESTING NMCI SERVICES AND INCLUDE WRITTEN AUTHORIZATION

STEP 3 SUPPORT CONTRACTOR FORWARDS BOTH DOCUMENTS TO THE FOLLOWING:

**Electronic Data Systems Corporation
13600 EDS Drive
Attn: NMCI Contracts
Herndon, VA 20171**

**Phone (703) 904-4018
E-mail jennie.williams@eds.com**

STEP 4 ISF ISSUES A PURCHASE ORDER TO SUPPORT SUBCONTRACTOR FOR NMCI SERVICES REQUESTED. ALL PURCHASE ORDERS ARE SUBJECT TO ALL CONTRACT LINE ITEMS, ALL SERVICE LEVEL AGREEMENTS (EXCEPT CUSTOMER SATISFACTION) AND ALL INFORMATION ASSURANCE (SECURITY) TERMS OF THE NMCI CONTRACT.

- IN THE EVENT OF A CONFLICT BETWEEN THE PURCHASE ORDER AND THE INFORMATION ASSURANCE TERMS OF THE CONTRACT, THE NMCI CONTRACT SHALL TAKE PRECEDENCE**
- THE TERM OF THE PURCHASE MAY NOT EXCEED THE TERM OF THE NMCI CONTRACT NOR THE SUPPORT CONTRACTORS CONTRACT WHICH EVER ENDS FIRST**

On-Site Contractor Ordering Questionnaire

- All questions must be answered for the order to be accepted by EDS. This order will not be processed unless all questions are completed.
- Location information is required for each location supported. Only one location is allowed for each order.
- End user information is required for each seat ordered.

CONTRACTOR INFORMATION	RESPONSE	SAMPLE
Contractor Corporate Name		XYZ Inc.
Contractor Corporate Address		
Street		1234 High Street
City		Monroe
State		VA
Zip Code		12345
Contractor's Ordering POC Name		John Doe
Ordering POC's Contact Info		
Street		4321 Main St
City		Purcellville
State		VA
Zip Code		54321
Phone Number		703-123-4567
e-mail address		Lkjasdf.com

Supported Contract Information		
Claimant to be Supported		NAVSUP
Contract Number this seat will be supporting		9876-54321
Date of Contract Start		
Date of Contract Termination		
Task Order # this seat will be supporting		654-asd-987
Name of Cognizant Contracting Authority granting authorization to Order		Jane Doe
Cognizant Contractor Contact Info		
Street		5555 Oak Blvd
City		Crystal City
State		VA
Zip Code		65423
Phone Number		123-456-7890
e-mail address		Asedf.com

ATTACHMENT (2)

PURCHASE ORDER TERMS AND CONDITIONS FOR SUPPORT CONTRACTORS FOR NMCI AND NMCI LIKE SERVICES

1. **ISSUANCE AND ACCEPTANCE OF PURCHASE ORDERS.** Upon receipt of this completed and proper Purchase Order, satisfactory to EDS and accompanied by authorization by the Department of Navy as set forth in paragraph 5.2 of the NMCI contract, the Purchase Order will be accepted by EDS. By acceptance of the Purchase Order, EDS will commence performance consistent with the CLIN structure of Contract Number N00024-00-D-6000. Non-acceptance will occur in the event EDS is unable to provide the CLIN as outlined in the Purchase Order. If the Purchase Order is not acceptable, EDS will provide written notification to the Contractor within fifteen (15) calendar days of receipt.
2. **TITLE AND RISK OF LOSS.** Contractor will be responsible to EDS for any risk of loss or damage to the equipment in the Contractor's possession. If the contractor loses or damages the equipment ordered, EDS will submit a claim to the contractor for the current market value of lost or destroyed equipment. This claim will not be subject to dispute from the contractor. Any software provided by EDS is subject to the licensing terms and conditions provided with the software.
3. **CHANGES.** Any changes must be in writing and approved by both parties and the Department of Navy. No changes are to be made in the terms and conditions without written authority.
4. **INVOICES.** EDS shall send a separate invoice after the commencement of performance. Invoice contents will include:

EDS' name, Purchase Order number, invoice date/billing period, the number and type product, service and/or seat, price per seat or product, service and/or seat ordered, and the total price.
5. **PAYMENT.** Except as otherwise may be set forth on the face of this Purchase Order, any sum due to EDS shall be payable within thirty (30) days after the date of the invoice from EDS. EDS shall invoice the Contractor on or after commencement of performance covered by the invoice. In the event payment is not received by the due date, EDS may elect to suspend services to Contractor until payment in full is received by EDS.
6. **PAYMENT DISPUTES.** Contractor will immediately notify EDS of any disputed amounts of requested payments.
7. **TAXES.** The price stated on the face hereof is exclusive of any taxes, including local, state and Federal excise, sales, and use taxes. The ordering Contractor will be responsible for paying any and all applicable taxes.
8. **WARRANTIES.** EDS warrants that the work will be performed in a professional workmanlike manner.

9. **INDEMNITY AGAINST CLAIMS.** Each party shall indemnify the other party against all losses on account of third party claims of injury or death to persons or damage to property, which may result in any way from any act or omission of that party, or its agents, employees, or subcontractors.

10. **LIMITATION OF LIABILITY.** Except for the liabilities under the indemnification clause in paragraph 9 above, in no event will either party be liable to the other pursuant to this Purchase Order for any amounts representing loss of profits, loss of business, or indirect, consequential, or punitive damages of the other party.

The provisions of this liability section shall survive the term or termination of this Purchase Order for any reason. The liability of EDS to Support Contractor for all damages arising out or related to this Purchase Order shall not exceed, in the aggregate for all claims and causes of action of every nature and kind, the total amount of payments received by EDS from Support Contractor hereunder for the six months immediately preceding the event giving rise to EDS' liability. The provisions of this liability section shall survive the term or termination of this Purchase Order for any reason.

11. **ASSIGNMENTS.** Contractor may not assign or transfer this Purchase Order without the prior written consent of EDS.

12. **DISPUTE RESOLUTION.** In the event of any disagreement regarding performance under or interpretation of this Purchase Order and prior to the commencement of any formal proceedings, the parties shall continue performance as set forth in this Purchase Order and shall attempt to reach a negotiated resolution by designing a representative of appropriate authority to resolve the dispute.

13. **CONFIDENTIALITY.** Each party acknowledges that in the course of performance of its obligations under this Purchase Order, it may obtain certain confidential and/or proprietary information of the other party, or that party's affiliates, or customers. Both Parties hereby agree that all such confidential and/or proprietary information received will be maintained in strict confidence, will be used only for purposes of this Purchase Order, and will not be disclosed by either party or its agents or employees without the prior written consent of the other party. Confidential or proprietary information of one party will be used by the other party only in connection with or in support of the particular project with which it was associated. Each party will use reasonable means to protect confidential and proprietary information received.

14. **TERM OF THE PURCHASE ORDER.** The Purchase Order may be issued from the contract award through five years, and an additional three years if the option to extend is exercised on contract N00024-00-D-6000 or the term of the support contract which ever ends first.

15. **CANCELLATION OF PURCHASE ORDERS.** Upon expiration or cancellation of Government Contract N00024-00-D-6000 or the support contractors contract for any reason, this Purchase Order shall automatically terminate and EDS shall have no further obligation to perform. Contractor agrees to promptly make available for return to EDS all equipment and software provided by EDS hereunder.

16. FAR/OTHER CLAUSES. Because the services furnished under this Purchase Order are for use in connection with the Federal Government Contract, N00024-00-D-6000, the Federal Government contract number shall appear on the face of the Purchase Order.

17. GOVERNING LAW. This Purchase Order shall be governed, construed, performed in accordance with the laws of the Commonwealth of Virginia except to the extent of the provisions incorporated herein by reference by virtue of the requirements of the Federal Acquisition Regulation or other government procurement requirements.

18. ENTIRE AGREEMENT. This Order is the entire agreement for the effort represented by this Purchase Order.

COMPANY

ELECTRONIC DATA SYSTEMS CORPORATION

BY _____

BY _____

PRINT NAME _____

PRINT NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE U PAGE OF PAGES 1 1

AMENDMENT/MODIFICATION NO. P00008	2. EFFECTIVE DATE 3/8/02	4. REGISTRATION/PURCHASE PRIC. # N/A	5. PROJECT NO. (# applicable)
ISSUED BY CODE	ISSUES N88938	7. ADMINISTERED BY (# other than Item 4) CODE	

Naval Air Warfare Center - Weapons Division, Contracts Dept.
575 T Avenue, Suite #1 P.O. Box 616
Point Mugu, CA 90448-6048 Code 280000E, (208) 689-1982

DCM Ballistics
217 East Redwood St., Suite 1600
Baltimore, MD 21202-6282

NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

TeamQualtec
28380 Coltonwood Parkway, Suite 150
California, MD 20619

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. N88938-01-D-0007
10B. DATED (SEE ITEM 14) 12 January 2001

CODE 18N88 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended.
There must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 16, and returning _____ copies of the amendment;
- (b) By acknowledging receipt of this attachment on each copy of the for solicitation; or
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR KNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the ending hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (# required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.108 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

IMPORTANT: Contractor is not, required to sign this document and return _____ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to revise Exhibit "A" of the basic contract, as follows:

DELETE: Contract Data Requirements List (CDRL) A001 dated 1/8/00
REPLACE WITH: Contract Data Requirements List (CDRL) A001 dated 2/18/02, and associated Cost Tracking Worksheet and Hourly Tracking Worksheet, attached herewith, and incorporated into contract N88938-01-D-0007 via this modification.

End of Modification P00008

1A. NAME AND TITLE OF ISSUER (Type or Print) Patricia Z. Ryan Program Director	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) SHARON SCHUMANN, CONTRACTING OFFICER
1B. CONTRACTOR OFFICER Patricia Z. Ryan (Signature of person authorized to sign)	18B. UNITED STATES OF AMERICA Sharon Schumann (Signature of Contracting Officer)
15. DATE SIGNED 6 March 02	18C. DATE SIGNED 3/8/02

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
<p>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden 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 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing contracting officer for the contract/PR No. listed in Block E.</p>							
A. CONTRACT LINE ITEM NO. CLINs 0005, 0014, 0023, 0032		B. EXEMPTION NO. A	C. CATEGORY: TOP: _____ TM: _____ OTHER: _____				
D. SYSTEM/ITEM 3.3/3.0J Technical/Management Logistics Support Services		E. CONTRACT/PR NO. N68936-01-D-0007		F. CONTRACTOR TEAM Qualtec			
T. DATA ITEM NO. A001	1. TITLE OF DATA ITEM MONTHLY PROGRESS, STATUS AND MANAGEMENT REPORT		3. SUBTITLE PROJECT STATUS REPORT				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368		2. CONTRACT REFERENCE Section C		6. REQUESTING OFFICE AIR-3.0C			
7. DESIG REQ LT	8. DEF STATEMENT REQUIRED	9. FREQUENCY MONTHLY	10. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
11. APPROVER		11. AMOUNT (SEE 16)	12. DATE OF SUBSEQUENT See Block 16				
<p>16. REMARKS :</p> <p>Block 4: Delete paragraph 10.3K, L and O. Reporting period will match the contractor's pay periods, so that Actual labor and cost expenditures will match invoice totals. Reports will include the following for the reporting period:</p> <ol style="list-style-type: none"> planned and expended man-hours by Labor Category for the reporting period and expended total costs (labor, base fee, travel, ODCs) and estimates for immediate future periods. Contractor format acceptable. cost expenditures delineated by the following General Tasks (including all but not detailing expenditures for sub-tasks) from the SOW: (Must utilize template attached to this CDRL) hourly expenditures delineated by the following General Tasks (including all but not detailing expenditures for sub-tasks) from the SOW: (Must utilize template attached to this CDRL) <p>General Tasks 3.3A, 3.3B, 3.3C, 3.3D, 3.3E, 3.3F, 3.3G, 3.3H, 3.0JA, 3.0JB, 3.0JC, 3.0JD, 3.0JE, 3.0JF, 3.0JG, and 3.0JH (reserved)</p> <p>Blocks 12 and 13 and : Deliveries will be made monthly, via electronic submission, commencing the 20th of the month following task order award and to continue subsequently on the 20th of each month for the entire period of performance of the task order.</p>				<p>AIR-3.0C (NAVAIR HDQTRS)</p>	<p>1</p>		
				<p>Task Order TPOC</p>	<p>1</p>		
				13. TOTAL →			2
G. PREPARED BY <i>J. A. [Signature]</i>		H. DATE 2/15/02	I. APPROVED BY <i>[Signature]</i>		J. DATE 2/15/02		

Mailing address for AIR-3.0C: hartshornjm@navair.navy.mil
 Mailing address for TPOC will be provided with each task order.

3.3 TECHNICAL/AMMUNITION LOGISTICS SUPPORT SERVICES CONTRACT HOURLY EXPENDITURES

Company: TEAM Qualtec
 Contract No. N62936-01-D-007
 Task Order No.:
 FY: 02

Please refer to table numbers

	OCT 2001	NOV 2001	DEC 2001	JAN 2002	FEB 2002	MAR 2002	APR 2002	MAY 2002	JUN 2002	JUL 2002	AUG 2002	SEP 2002	Totals
General Data													
3.3A Technical Manual Program Support													0
3.3B Technical Manual Preparation and Publishing													0
3.3C Technical Data Conversion													0
3.3D Technical Data Distribution													0
3.3E Technical Libraries, Repositories, and Data Control Centers (DCC)													0
3.3F Technical Data Management and Technical Data Packages													0
3.3G Miscellaneous Technical Data Systems Support													0
3.3H Standardization, Policy and Procedures Support													0
3.3IA Data Protection													0
3.3IB JEDMICS Site Management Operations													0
3.3AC CMIS Site Management and Operations													0
3.3AD Joint Logistics Products & Processes - General Support													0
3.3AE Security Requirements													0
3.3AF Other Requirements													0
3.3AG Emerging Technology Advisory Board													0
3.3AH (Reserved)													0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0

All costs shown to include all Labor, Base Fee, Travel and ODCs.

FEB-15-2002

17:32

NAVAIR

P.07/10

3.3 TECHNICAL MANAGEMENT LOGISTICS SUPPORT SERVICES CONTRACT COST EXPENDITURES

Company: TEAM Qualtec
 Contract No. N69564-01-D-0007
 Task Order No:
 FY: 02

General Task	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
	2001	2001	2001	2002	2002	2002	2002	2002	2002	2002	2002	2002	
3.3A Technical Manual Program Support													\$ -
3.3B Technical Manual Preparation and Publishing													\$ -
3.3C Technical Data Conversion													\$ -
3.3D Technical Data Distribution													\$ -
3.3E Technical Libraries, Reprographics, and Data Control Centers (DCC)													\$ -
3.3F Technical Data Management and Technical Data Packages													\$ -
3.3G Miscellaneous Technical Data Systems Support													\$ -
3.3H Standardization, Policy and Procedures Support													\$ -
3.3I Data Protection													\$ -
3.3J JEMROC'S Site Management Operations													\$ -
3.3K CMS Site Management and Operations													\$ -
3.3L Joint Logistics Products & Processes - General Support													\$ -
3.3M Security Requirements													\$ -
3.3N Other Requirements													\$ -
3.3O Emerging Technology Advisory Board													\$ -
3.3P (Reserved)													\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

All costs shown to include all Labor, Base Pay, Travel and ODCs.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: U PAGE OF PAGES: 1 | 2
 2. AMENDMENT/MODIFICATION NO.: P00007 3. EFFECTIVE DATE: 8/13/02 4. REQUISITION/PURCHASE REQ. #: N/A 5. PROJECT NO. (if applicable):

6. ISSUED BY: CODE: N68936 7. ADMINISTERED BY (if other than item 6): CODE: S2101A
 Naval Air Warfare Center Weapons Division, Contracts Competency
 675 "A" Avenue, Suite 1, Point Mugu, CA 93042-5049
 Sharon Schumann, Code 254300E, schumannsg@navair.navy.mil
 voice: 805.989.4603 fax: 805.989.1877
 DCM Baltimore
 217 East Redwood Street, Suite 1800
 Baltimore, MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code):
 TeamQualtec
 23330 Cottonwood Parkway, Suite 150
 California, MD 20619
 9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 10A. MODIFICATION OF CONTRACT/ORDER NO.:
 N68936-01-D-0007
 10B. DATED (SEE ITEM 13):
 12 JAN 01
 CODE: 1RN86 FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required):
 Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(a) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to:
 (a) to make changes to award fee contract provisions
 (b) Add an ACOR to the basic contract

SEE PAGE (2)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print):
 15B. CONTRACTOR/OFFEROR:
 15C. DATE SIGNED:
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print):
 SHARON SCHUMANN
 16B. UNITED STATES OF AMERICA
 Sharon Schumann
 (Signature of Contracting Officer)
 16C. DATE SIGNED:
 8/13/02

AWARD FEE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Page 14 of 50

5252.232-9506 Determination and Payment of Award Fee (SEP 1999)

Delete paragraph (c)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.6 5252.215-9502 DELETE IN ITS ENTIRETY

Substitute the following:

5252.215-9502 AWARD FEE EVALUATION PROCEDURES.

USE: Use in Section H in cost plus award fee solicitations/contracts.

AWARD FEE EVALUATION PROCEDURES (JUN 2002)

In accordance with Federal Acquisition Regulation Subpart 16.405-2, the amount of the award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance in terms of the criteria stated in this contract. The amount of award fee earned and the award fee determination methodology are unilateral decisions of the Government, made solely at the discretion of the Government.

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

Revise SECTION H – SPECIAL CONTRACT REQUIREMENTS as follows:

H1 "DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

ADD: Sandra (Sandy) L. Burroughs as the designed Alternate COR (ACOR)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 25-Mar-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: C. STINE (805) 989-1992 575 "I" AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA BALTIMORE 217 E. REDWOOD, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TEAM QUALTEC NANCY WHISMAN 46610 EXPEDITION DRIVE, SUITE 100 LEXINGTON PARK MD 20653				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-01-D-0007		
				X 10B. DATED (SEE ITEM 13) 18-Sep-2001		
CODE 1RN86		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual agreement of the parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: a. Revise the contractor's address b. Revise FAR 52.216-22 "Indefinite Quantity" See page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHARON SCHUMANN / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY: <u>Sharon Schumann</u> (Signature of Contracting Officer)		24-Mar-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

2. Revise Standard Form 1447 – Face-page of the contract, Block 13 to revise TeamQualtec's address as follows:

DELETE:

23330 Cottonwood Parkway, Suite 150
California, MD 20619

REPLACE WITH:

46610 Expedition Drive, Suite 100
Lexington Park, MD 20653

3. Section I – CONTRACT CLAUSES, FAR 52.216-22 "Indefinite Quantity (Oct 1995)", paragraph (d) is revised and applicable only and specifically for task orders : 0143; 0176; 0180; 0185, to read as follows:

(d) - Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 August 2004

4. All other terms and conditions of this contract remain unchanged.

End of modification P00008.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				R	1	2
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 11-May-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: C. STINE (805) 989-1992 575 "I" AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA BALTIMORE 217 E. REDWOOD, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TEAM QUALTEC NANCY WHISMAN 46610 EXPEDITION DRIVE, SUITE 100 LEXINGTON PARK MD 20653				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-01-D-0007		
				X 10B. DATED (SEE ITEM 13) 18-Sep-2001		
CODE 1RN86		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise FAR 52.216-22 "Indefinite Quantity" by adding three additional task orders to the list that ends 31 August 2004. See page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHARON SCHUMANN / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: <i>Sharon Schumann</i> (Signature of Contracting Officer)		16C. DATE SIGNED 11-May-2004	
(Signature of person authorized to sign)						

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

2. SECTION I – CONTRACT CLAUSES, FAR 52,216-22 “Indefinite Quantity (Oct 1995)”, paragraph (d) is revised and applicable only and specifically for task order: 0143, 0176, 0180, 0185, 0149, 0173 and 0189.

(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 contracts's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 August 2004.

3. All other terms and conditions of this contract remain unchanged.

End of modification P00009.