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Document Description: Contract N68936-04-D-0020

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

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: S1

PAGE 1 OF PAGES 28

2. CONTRACT (Proc. Inst. Ident.) NO.
N68936-04-D-0020

3. EFFECTIVE DATE
14 May 2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
0010071932

5. ISSUED BY CODE N68936
CDR NAWCWD CODE 220000D
ATTN: B. MONCKTON
(760) 939-8234
429 E BOWEN RD - STOP 4015
CHINA LAKE CA 93555-6108

6. ADMINISTERED BY (If other than Item 5) CODE S3110A
DCMA LOCKHEED MARTIN
DELAWARE VALLEY
1 FEDERAL ST M S AE 2 W
CAMDEN NJ 08102-1013

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
LOCKHEED MARTIN SERVICES INC
STEVEN A. SUSSMAN
2339 ROUTE 70 WEST, FLOOR 3W
CHERRY HILL NJ 08002-3315

CODE 77609 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM
Section G

11. SHIP TO/MARK FOR CODE
SEE SCHEDULE

12. PAYMENT WILL BE MADE BY CODE HQ0337
DFAS - COLUMBUS CENTER & MOCAS
NORTH ENTITLEMENT OPERS
PO BOX 182266
COLUMBUS OH 43218-2266

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $28,156,505.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-03-R-0094-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
MARY K. JACOBS / PROCURING CONTRACTING OFFICER

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

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Mary Jacobs
(Signature of Contracting Officer)

20C. DATE SIGNED
14-May-2004

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: William Monckton
Phone: (760) 939-8234
DSN: 437-8234
FAX: (760) 939-8186
Email address: William.monckton@navy.mil

U.S. Postal Service Mailing Address:
COMMANDER
CODE 220000D (W. MONCKTON – 760-939-8234)
NAVAIRWARCENWPNDIV
429 EAST BOWEN ROAD – STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 220000D (W. MONCKTON)
NAVAIRWARCENWPNDIV
BLDG 982, RM 1-MAILROOM
CHINA LAKE, CA 93555-6100

Government Property Administrator:
Name: Elisabeth Knight
Code: 210000D
Address: NAVAIRWARCENWPNDIV, 429 EAST BOWEN ROAD – 4015
CHINA LAKE, CA 93555-6108
Phone: (760) 939-8234 DSN: 437-8234 FAX: (760) 939-8186
Email address: Elisabeth.knight@navy.mil

Applicable Audit Agency:
DCAA Lockheed Martin Mt. Laurel Resident Office, Laurel Corporate Center
2000 Midlantic Drive, Suite 140, Mt. Laurel, NJ 08054-1512

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001			Dollars, U.S.	$	$

COMBAT ENVIRONMENT SIMULATION - BASE PERIOD

CPAF - In accordance with Statement of Work.

MAX COST	[redacted] (b)(4)
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	$28,156,506.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101				$	$

FOR NAVY ACCOUNTING PURPOSES ONLY

CPAF - For Guaranteed Minimum per Section B

PURCHASE REQUEST NUMBER 0010092067

ACRN AA Funded Amount $10,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002			Job	$	$ NSP

DATA - BASE PERIOD

CPAF - To be provided with individual orders.

NSP - Not Separately Priced.

PURCHASE REQUEST NUMBER 0010071932

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003			Dollars, U.S.	$	$

COMBAT ENVIRONMENT SIMULATION - OPTION ONE
CPAF - In accordance with Statement of Work.
PURCHASE REQUEST NUMBER 0010071932

MAX COST	[redacted] (b)(4)
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	$10,264,914.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004			Job	$	$ NSP

DATA - OPTION ONE
CPAF - To be provided with individual orders.
NSP - Not Separately Priced.
PURCHASE REQUEST NUMBER 0010071932

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005			Dollars, U.S.	$	$

COMBAT ENVIRONMENT SIMULATION - OPTION TWO
CPAF - In accordance with Statement of Work.
PURCHASE REQUEST NUMBER 0010071932

MAX COST	[redacted] (b)(4)
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	$10,524,262.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006			Job	$	$ NSP

DATA - OPTION TWO
CPAF - To be provided with individual orders.
NSP - Not Separately Priced.
PURCHASE REQUEST NUMBER 0010071932

CLAUSES INCORPORATED BY FULL TEXT

NOTE: Within the limits of the award fee amounts of the contract, the Government shall have the option to incorporate individual award fee plans at the order level.

DETERMINATION AND PAYMENT OF BASE AND AWARD FEES

(a) Payment of base fee shall be in accordance with FAR Clause 52.216-7 "Allowable Cost and Payment" and subject to the withholding provisions of FAR Clause 52.216.8 "Fixed Fee." In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee not to exceed[ ]for CLIN 0001. (b)(4)
[ ] for CLIN 0003 and[ ] for CLIN 0005.

(b) The contractor's performance will be evaluated in the major categories specified in Attachment (2) Combat Environment Simulation Award Fee Plan.

(c) It is understood that the ratio between the maximum possible award fee which may be earned by the contractor and the base fee payable under the contract, as amended, which ratio is[ ]shall remain constant. That (b)(4)
is, if the base fee payable is increased or reduced by modification, the maximum amount of award fee which may be earned and paid shall be increased or reduced proportionately.

(d) Determination of award fee, if any, earned by the contractor and payment thereof shall be made bi-annually. This determination will be the result of combining the Category A, B, C and D evaluations in the Award Fee Plan into an overall grade for the period for the applicable Order(s).

(e) Payment of any award fee earned by the contractor shall not be subject to the withholding provisions of the FAR Clause 52.216-8, "Fixed-Fee".

*Base and Award fees applied to labor and G&A costs.

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	N/A	$10,000	N/A	$28,156,506
0002	N/A	N/A	N/A	N/A
0003	N/A	$0	N/A	$10,264,914
0004	N/A	N/A	N/A	N/A
0005	N/A	$0	N/A	$10,524,262
0006	N/A	N/A	N/A	N/A

Unused ceiling from Base Period is carried over to Options One and Two, if exercised.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)

(a) The level of effort estimated to be ordered during the term of this contract is [490,275] man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Man-hours	Total Man-hours
See Attachment (3) for Level of Effort (Key Personnel identified)	See Attachment (3)	294,165 – CLIN 0001 98,055 – CLIN 0003 98, 055 – CLIN 0005
Total		490,275

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

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

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

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

(d) Completion Form Task Orders.

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

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

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

(ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

5252.232-9505 PAYMENT OF BASE FEE (COST-PLUS-AWARD-FEE, LEVEL OF EFFORT (IDIQ) CONTRACTS) (OCT 1999)

(a) The base fee for work performed under this contract is

CLIN	Base Fee Amount	Hours	Hourly Base Fee Amount
0001	[ ]	294,165 man-hours	[ ]
0003		98,055 man-hours	
0005		98,055 man-hours	

(b)(4)

provided that approximately 294,165 man-hours for CLIN 0001, 98,055 man-hours for CLIN 0003 and 98,055 man-hours for CLIN 0005 man-hours of effort (including subcontractor hours and hours performed by other divisions of the contractor) are so employed on such work by the contractor. If less than ninety-five (95%) percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled, "Level of Effort". The Government shall make payment, on account of the base fee, at the rate of [ ]r CLIN 0001 above,[ ]for CLIN 0003 above,[ ]for CLIN 0005 above per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period, subject to the withholding provisions of paragraph (b) of the clause at FAR Clause 52.216-8, "Fixed Fee". These withholding provisions apply to each individual task order. Any balance of base fee shall be paid the contractor, or any overpayment of base fee shall be paid by the contractor or otherwise credited to the Government, at the time of final payment. (b)(4)

(b) The cumulative base fee established in task orders issued hereunder shall not exceed the total base fee established in paragraph (a) above, unless the contract is modified in writing by the Contracting Officer.

(c) For the purpose of this clause, "subcontract hours" shall include only those hours incurred by the subcontractor for services where the terms of the subcontract require payment based on the number of hours used and the reporting of those hours to the prime contractor. Examples of "subcontract hours" that are included in this definition are hours used in labor hour, time and material, and level of effort (fixed-price or cost-reimbursement) type contracts.

(d) "Subcontractor" as used in this definition means any supplier, distributor, vendor, or firm that furnished services to or for a prime contractor or another subcontractor.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK

Work under this contract shall be in accordance with the Statement of Work entitled "Combat Environment Simulation" dated September 22, 2003, provided as Attachment (1) to the contract. Each Task Order issued under this contract shall include a statement of work or objectives providing specific scope.

NOTE: CONTRACT DATA REQUIREMENTS WILL BE DEFINED AT THE ORDER LEVEL.

C.2 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS*

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

(1) Identification of Elements

(i) Title ("Level of Effort, Progress and Status Report")

(ii) Contract, Invoice and Control Numbers

(iii) Contractor's Name and Address

(iv) Date of Report

(v) Reporting (invoicing) Period

(vi) Name of Individual Preparing Report

(2) Description of Elements

(i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.

(ii) Results obtained relating to previously identified problem areas.

(iii) Deliverables completed and delivered.

(iv) Extent of subcontracting and results achieved.

(v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.

(vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.

(vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.

(viii) Materials and other direct cost items expended in performance of the contract during the reporting period.

(ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

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

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

*As applicable at the order level.

C.13 PRESERVATION, PACKAGING, AND PACKING

(a) The contractor shall preserve, pack and package items procured for system stock, overseas destinations or ships at sea, in accordance with the MIL-STD-2073-1 Level A requirements delineated in the schedule or elsewhere in the contract or order. If specific requirements are not included in the contract or order, the contractor shall preserve and package in accordance with previously approved level. A requirements, within the technical parameters

contained in MIL-STD-2073-1. Preservation and packing materials shall be fire retardant/non-combustible as prescribed in the specific packaging requirements in the contract or order, and to the maximum extent practicable.

(b) If the packaging materials specified in the contract or order are not fire retardant, and fire retardant varieties are included in commodity specifications for these materials, the contractor shall use fire retardant varieties. Fire retardant packaging materials are not required for items not used aboard ship. The use of plastic packaging materials is prohibited unless prescribed in specific packaging requirements in the contract or order, or unless required to adequately protect the item from damage.

(c) For items procured for installation/immediate use, the contractor shall preserve and package in accordance with the Level C requirements of MIL-STD-2073-1. Packing for shipment (i.e., shipping container) shall be in accordance with MIL-STD-2073-1, Level A, for overseas surface shipments that are not containerized and all deliveries to ships at sea; Level B for all remaining overseas shipments; Level C or domestic shipments of items consumed at first destination. Fire retardant materials are not required in packing (i.e., shipping container) operations. All units, intermediate and shipping containers, shall be marked in accordance with MIL-STD-129. The use of shredded paper, excelsior, polystyrene and other loose-fill materials as a cushion is prohibited in all packaging and packing operations.

(d) In accordance with 29 CFR, the contractor shall ensure that the following caution label is placed on all unit, intermediate and shipping containers for all items containing asbestos in a form that can be inhaled:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

(e) All items containing asbestos in a form that can be inhaled shall be packaged in sealed, impermeable bags or other impermeable containers, as required by 29 CFR.

NOTE TO SUPPLIERS: If the supplies to be furnished on this document require the asbestos caution label described above, the contractor shall notify the contract administrator indicated in the schedule prior to shipment.

C.16 PLACE OF PERFORMANCE

The services to be performed herein shall be performed at Naval Air Warfare Center Weapons Division or the activity designated in the task order.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22M.

(b) The contractor shall promptly display on the cover of each report the following information:

(1) Name and business address of contractor.
(2) Contract Number/Delivery/Task order number.
(3) Contract/Delivery/task order dollar amount.
(4) Whether the contract was competitively or non-competitively awarded;
(5) Name, code and activity of sponsoring individual.

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)

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

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 14-MAY-04 TO 12-MAY-07	Dollars, U.S.	Per DO/TO	Dest.	Per DO/TO
000101					
0002	POP 14-MAY-04 TO 12-MAY-07	Job	Per DO/TO	Dest.	Per DO/TO
0003	POP 13-MAY-07 TO 12-MAY-08	Dollars, U.S.	Per DO/TO	Dest.	Per DO/TO
0004	POP 13-MAY-07 TO 12-MAY-08	Job	Per DO/TO	Dest.	Per DO/TO
0005	POP 13-MAY-08 TO 12-MAY-09	Dollars, U.S.	Per DO/TO	Dest.	Per DO/TO
0006	POP 13-MAY-08 TO 12-MAY-09	Job	Per DO/TO	Dest.	Per DO/TO

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on effective date and shall continue for a 36 period of months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is [See Section B]; the maximum quantity is [See Section B].

F-TXT-04 DELIVERY OF DATA (MAR 2003)

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

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000 4WD5300AC004
AMOUNT: $10,000.00

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALT II (DEC 1996)

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

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:
DCAA Lockheed Martin Mt. Laurel Resident Office
Laurel Corporate Center
2000 Midlantic Drive, Suite 140
Mt. Laurel, NJ 08054-1512.

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer): See G-TXT-13

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

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

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

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

(e) A DD Form 250, "Material Inspection and Receiving Report",
[ ] is required with each invoice submittal.
[X] is required only with the final invoice.
[ ] is not required.

(f) A Certificate of Performance
[ ] shall be provided with each invoice submittal.
[X] is not required.

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

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

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at http://www.dfas.mil/money/vendor/. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: alice.s.hammond@lmco.com

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, Northeast Region is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER (SEP 2003)

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

COMMANDER
CODE J260000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE – STOP 1318
CHINA LAKE CA 93555-6100

COMMANDER
CODE 535000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE – STOP 1106
CHINA LAKE CA 93555-6100
(Electronic copy)

COMMANDER
CODE 254200D
NAVAIRWARCENWPNDIV
429 E BOWEN ROAD – STOP 4105
CHINA LAKE CA 93555-6108
(Electronic copy)

G-TXT-14 REMIT (APR 2002)

REMIT TO:

FOR ELECTRONIC FUNDS TRANSFER
CitiBank, N.A.
ABA#[ ]
Lockheed Martin Services Inc.
Account #[ ]

BY MAIL/CHECK
Lockheed Martin Services Inc.
Accounts Receivable
2339 Route 70 West, Floor 4W
Cherry Hill, NJ 08002-3315

(b)(4)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at http://assist.daps.dla.mil. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSLD, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal work week for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d) No deviation in the normal work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

5252.215-9502 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.

5252.216-9507 FAIR OPPORTUNITY PROCEDURES (AUG 2001)

The Government will give all contractors that are parties to this contract a fair opportunity to be considered for each task order, except as otherwise provided in Federal Acquisition Regulation (FAR) 16.504(b)(2).

(a) When giving contractors a fair opportunity the Government may consider technical approach, past performance, management approach, personnel experience, and cost/price factors. However, the Government might not consider all of those factors together.

(b) The Government's objective is to keep task order selection procedures simple and inexpensive for all parties to the contract. Thus, as a general rule, the Government will consider contractors based on (1) information already in its files, (2) price quotations, and (3) past performance under prior orders. In accordance with FAR 16.505(b)(1)(ii), the competition requirements in FAR part 6 and the policies in FAR subpart 15.3 do not apply to the ordering process. However, the Government reserves the right to use more formal procedures when it considers them to be necessary.

(c) After it selects a contractor for a task order, the Government may discuss the details of task plans and procedures and negotiate prices with the contractor before issuing the task order. If the Ordering Officer is not

satisfied with the progress or outcome of those discussions or negotiations, the Government may reconsider its task order selection decision and then select a different contractor.

5252.228-9501 LIABILITY INSURANCE (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, "52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: $200,000 per person and $$500,000 per accident for bodily injury.

(b) Automobile Insurance: $200,000 per person and $500,000 oper accident for bodily injury and $500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

(d) Aircraft public and passenger liability: $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability; $200,000 per occurrence for property damage. Passenger bodily injury liability limits of $ $200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(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.

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

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Contracting Officer Code 220000D, NAWCWD, China Lake, CA 93555. (760) 939-6043.

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (APR 1998)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): **NONE****

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101): **NONE****

(3) Special Test Equipment (as defined in FAR 45.101): **NONE****

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301): **NONE****

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): **NONE****

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301): **NONE****

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): **NONE****

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

NONE**

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

(2) Description	Serial Number	Bailment Agreement Under which Accountable

NONE**

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

** No Government property is being provided at the contract level. If required, Government property shall be provided at the order level.

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)

(a) The Contracting Officer has designated:

NAME:	Rosemarie Vorwerk rosemarie.Vorwerk@navy.mil
CODE:	535000D
MAIL ADDRESS:	NAWCWD, 1 Admin Circle Stop 1106, China Lake, CA 93555
TELEPHONE NO.:	(760) 939-0260

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

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

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

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)*

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: *
CODE: *
MAIL ADDRESS: *
TELEPHONE NO.: *

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

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

*Applicable at the order level.

H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)

(a) The Contracting Officer has designated:

NAME Judith Smith
CODE 741000D/E
MAIL ADDRESS NAVAIRWARCENWPNDIV, 575 I Avenue – Suite 1, Pt. Mugu, CA 93042-5049
TELEPHONE (805) 989-7859 FAX: (805) 989-7870

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

(b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible ~~only responsible for the security administration of this contract.~~ for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996

	Infringement	
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003

252.225-7021	Trade Agreements	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through term of the contract.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **$25,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **$5,000,000.00**;

(2) Any order for a combination of items in excess of **$10,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *18 months after expiration of the contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0 or the overtime premium is paid for work --

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

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

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

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

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

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

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Computer Programmer	$24.00
Technical Writer	$14.00
Configuration Data Manager	$18.00
Data Management Specialist	$22.00
Draftsman	$14.00
Electronics Technician	$18.00
Electronics Technician Troubleshooter	$22.00
Secretary/Clerical	$11.00
Financial Analyst	$20.00

52.244-2 SUBCONTRACTS (AUG 1998) ALT I (AUG 1998)

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: <u>To be specified in Section B of the applicable Task/Delivery Order.</u>

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None identified at time of contract award. Applicable at task/delivery order level.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work	10	SEP-22-2003
Attachment 2	Award Fee Plan	10	APR-21-2003
Attachment 3	Level of Effort	7	APR-20-2004
Attachment 4	DD254 – Contract Security Classification Specification	30	MAY-11-2004
Attachment 5	Subcontracting Plan	15	NOV-20-2003
Attachment 6	Wage Determination 94-2043 Rev (23)	8	MAR-15-2004

COMBAT ENVIRONMENT SIMULATION
(CES)
STATEMENT OF WORK

NAVAL AIR WARFARE CENTER–WEAPONS DIVISION
CHINA LAKE, CA.
COMBAT ENVIRONMENT SIMULATION DIVISION

CODE 535000D

Attachment (1) – Sep 22, 2003

1.0 SCOPE

1.1 Introduction

The Combat Environment Simulation Division (535000D) requires a variety of engineering, technical and management services related to development, fabrication, procurement, integration, test, training and technical support of radar and pod instrumentation systems, EO/IR/MW/UV/Laser/C^4I Threat Simulator systems, tactical aircrew training ranges and test and evaluation ranges for all DoD services, related network-centric systems and components, Advanced Air Defense technological concepts, Information Assurance / Operations, Artificial Intelligence, and Neural Networking in a Network Centric Warfare and Battlespace environment.

1.2 Background

The Combat Environment Simulation Division has been assigned the responsibility, by the Naval Air Systems Command, to develop, fabricate, procure hardware and software, integrate simulators, radars, and radar subsystems capable of operation in the Network-Centric Warfare and Battlespace environment. The design philosophy of the equipment and systems provided shall be in keeping with the Network-Centric Warfare and Battlespace Command, Control, Communication, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) environment.

1.3 Scope

The contractor shall design, develop, fabricate, install, integrate, and test network-centric warfare equipment and/or systems designed to provide a dense, realistic, electromagnetic (radio frequency, infrared, electro-optic, and laser energy) environment to be used by the Defense community for weapon systems development, real-time aircrew tactical training, test and evaluation, test and evaluation of defense suppression systems, electronic warfare (EW) systems, electronic countermeasures (ECM) equipment, and electronic counter-countermeasures (ECCM) equipment. These efforts will include fixed and moving ground, sea, and air targets, multi-lateration and GPS-based instrumentation pods, threat emitters, integrated hardware/software systems and environments and hostile equipment modeled entirely in software. The contractor shall install and integrate the systems and equipment on test and evaluation ranges and training ranges.

2. APPLICABLE DOCUMENTS

Applicable documents will be cited on each individual Task Order.

3. REQUIREMENTS

The Contractor shall design, develop, fabricate, install, integrate, and test electronic warfare simulations and training and test and evaluation simulations as defined by individual task orders. Task order requirements may be limited to some subset of the CES mission and project specific range development or integration such as analyses, specification development, interface design, software upgrades and/or corrections, or fabrication/procurement of a specific item required for combat environment simulation.

3.1 The contractor shall design, develop, fabricate, install, integrate, and test hardware systems that may or may not require embedded software controllers or software simulations. This shall include electromagnetic threat emitters or receivers as specified in individual task orders.

3.2 The contractor shall design, develop, fabricate, install, integrate, and test modifications to existing range or range related systems. Modifications could affect existing hardware, software, or integrated hardware/software systems.

3.3 The contractor shall design, develop, build, install, integrate, and test software simulations or range related software products required to support test and evaluation or training ranges. The contractor shall also design, develop, build, install, integrate, and test modifications or block upgrades to existing software simulations and existing software assets.

These simulations or software products may be installed on existing range equipment, new range equipment, or equipment not installed on a specific range but located at another facility such as a software support facility, debrief center, laboratory, research facility, or office facility.

These software efforts may require contractor procurement and installation of new mission and project specific computer systems, peripherals, commercial software packages and licenses, interfaces, and software storage media which will be integrated into the existing range assets.. These software efforts may require contractor procurement and installation of upgrades and updates to existing computer systems, peripherals, commercial software packages and licenses, interfaces, and software storage media.

3.4 Pod Instrumentation Support:

The contractor shall provide pod instrumentation support; including complete GPS-Based Range Instrumentation Equipment (BRIE) logistics and engineering support including but not limited to in-plant and on-site diagnosis, repair and engineering support of GPS-BRIE; upgrades, system engineering, software engineering support; training support; configuration management; program management, and web site/data base management and maintenance. The contractor shall design, develop, build and test equipment in support of test and evaluation and training ranges (US and authorized foreign ranges).

3.5 Software Development and Modification

The following conditions and requirements as cited in individual task orders shall apply to software that will be developed, modified, or maintained under this contract:

3.5.1 Real-time applications, which will be event driven and/or time, constrained. These applications will be used to sense and control external devices and will share processing time between multiple tasks.

3.5.2 Scientific and technical applications such as real-time digital signal processing, real-time graphics (i.e. X-Windows, Open Windows, Windows NT, Motif), real-time radar

control (may involve assembly language programming), target tracking (algorithms), and communications systems.

3.5.3 Software tools such as software drivers, software integration and verification tools, simulators, and data reduction and analysis programs.

3.5.4 Distributed processing through shared or dedicated communication channels.

3.5.5 Maintenance of existing software which may include correction of errors in existing code, addition of enhancements to existing code and interfacing new software to existing software.

3.5.6 The programming languages most likely to be invoked under this contract are C, C++, FORTRAN, Ada, and various assembly languages.

3.5.7 Operating systems, which will be used for software development under this contract, will include, but may not be limited to Unix, Posix NT, VMS, DOS, Windows operating system and VxWorks.

3.5.8 Mission and project specific computer hardware platforms, which will be used for software development under this contract, will include, but are not limited to, PC, Navy standard Workstations, HP-UX Workstations depending upon the specific customers requirements and their existing assets.

3.5.9 As required by individual task orders, the contractor will use SEI Capability Maturity Model Integration for Software (SW-CMMI) processes subject to government approval. Specific efforts shall include, but not be limited to, assist in identifying and implementing realistic, effective, and goal-targeted methods of software acquisition and development, to effectively acquire software intensive systems including estimating cost and schedule, life cycle management planning, evaluation of deliverable documents, analyzing the capability of software development organizations, requirements management; software project planning; software project tracking and oversight; software subcontract management; software quality assurance and software configuration management. As defined by individual task orders, a minimum CMMI Level 2 may be required or a risk mitigation alternative for not having achieved CMMI Level 2 may be necessary.

3.6 The contractor shall provide operations and/or maintenance for existing test and evaluation and training range systems including simulator assets, range infrastructure assets, or assets required in support of range related efforts. These efforts may be required at test and evaluation ranges, training ranges, equipment maintenance facilities, software support facilities, debrief centers, laboratories, research facilities, or office facilities. These efforts may require contractor procurement or fabrication and installation of test equipment, spare or repair parts, general purpose or unique tools, consumables, computer systems, peripherals, commercial software packages and licenses, interfaces, and software storage media.

3.7 The contractor shall design, develop, build, and test new equipment at test and evaluation ranges and training ranges including simulations, stimulators and simulators; range

support assets and infrastructure. The Range support assets and infrastructure to achieve this combat environment could include, but is not limited to: communications systems and networks (including encryption devices); power generation or distribution systems; safety systems; security and intrusion detection systems; tracking systems or other time, space, position information systems; range control systems and display systems.

3.8 To achieve the required Combat Environment Simulation (CES) the contractor shall design, develop, build, and test modifications of range combat environment systems on test and evaluation ranges and training ranges including simulators, stimulators, software systems, and range support assets and infrastructure. The contractor shall integrate new, existing, or modified hardware, software, or integrated hardware/software simulator systems and infrastructure assets into existing ranges.

3.9 To achieve the required Combat Environment Simulation, the contractor shall design, develop, build, install, integrate, and test software models or simulations for: threat environment simulation; scoring of weapons, tactics, and countermeasures to electromagnetic threat systems.

3.10 The Combat Environment Simulation Division will be directly involved in several upcoming Joint National Training Capability (JNTC), Information Assurance/Operations, Artificial Intelligence, Neural Networks, and C3 Threat Simulator and Stimulator systems and/or subsystem development programs required to operate in the Network-Centric Warfare and Battlespace environment. The contractor shall provide engineering and technical support in the following areas:

3.10.1 Evaluation of program requirements: Identification of tasks and milestones to include the layout and scheduling of required engineering design and development, procurement, fabrication, instrumentation, system integration, system operational acceptance testing, and simulator validation.

3.10.2 Preparation of formal Program Plans including objectives, milestones man-loading, costs, documentation, and reporting requirements to be submitted to the Government for approval.

3.10.3 Design and layout of program documentation requirements to meet program goals and sponsor requirements. Identification of specific types of documentation products required.

3.10.4 Detailed analysis of intelligence data on the foreign system to be simulated. Translation of threat system characteristics and parameters to simulator design and performance characteristics. Preparation of specifications for threat simulator hardware systems, subsystems, components and software.

3.10.5 Preparation of design, development and/or procurement specifications for threat simulators hardware systems, subsystems, components and software.

3.10.6 Design specification, development, fabrication, procurement, assembly, integration, testing, and validation of EO, IR, MW and Laser Information Assurance / Operations, Artificial Intelligence, / Neural Networks, and / Command, Control, and Communications (C^3) Threat Simulators and Stimulators capable of integration into the Network-Centric Warfare environment.

3.10.7 Modification upgrades and repairs to EO/IR/MW/Laser Information Assurance / Operations, Artificial Intelligence, / Neural Networks, and /C^3 Threat Simulator and Stimulator systems, components and software.

3.10.8 Engineering analysis, design, coding, test, integration, integration testing, installation, and site acceptance testing of test and evaluation ranges and training ranges applications requiring the use of Test and training Enabling Architecture (TENA), DIS, and HLA.

3.11 The contractor shall provide the following support functions integral to the execution of tasks described in paragraphs 3.1 through 3.10.

3.11.1 The contractor shall implement an Integrated Logistics Support program as required by individual task orders. This effort shall cover logistics support analyses; operations and maintenance analyses; maintenance planning; support equipment definition; manuals; training and training materials; spare parts recommendations; drawings; packaging, handling, shipping, and transportation data and planning; and life cycle cost analyses. As required by individual task orders, the contractor shall provide analysis reports, technical data packages; common or peculiar support equipment, spare and repair parts, consumables, and equipment packaging and handling material.

3.11.2 As required by individual task orders, the contractor shall implement a Reliability and Maintainability Program subject to government approval. Specific efforts shall include, but not be limited to, reliability and availability predictions, maintainability analyses, failure analyses, and system modifications to improve availability.

3.11.3 As required by individual task orders, the contractor shall implement a Configuration Management Program subject to government approval. Specific efforts shall include, but not be limited to, configuration status accounting, change control management and documentation, library management including provision for off-site libraries, configuration audits, and baseline control and maintenance

3.11.4 As required by individual task orders, the contractor shall implement a Quality Assurance Program subject to government approval. Specific efforts shall include, but not be limited to, inspection and test planning, conduct of inspections and tests, process validation and verification, software code walkthroughs, and requirements traceability analyses.

3.11.5 As required by individual task orders, the contractor shall implement an Earned Value Program subject to government approval. Specific efforts shall include, but not be limited to, preparation of Work Breakdown Structures (WBS) with associated cost and schedule

plans, work package tracking, status accounting at any level identified in an individual WBS, management reserve control and status accounting, and cost and schedule trend predictions.

3.11.6 As required by individual task orders, the contractor shall implement a Data Management Program subject to government approval. Specific efforts shall include, but not be limited to data base design, data entry and maintenance, data library maintenance, data revision tracking, status accounting, and classified document control.

4.0 General

4.1 FACILITIES

The contractor shall perform the above-delineated requirements at a variety of locations and using a variety of government and contractor provided facilities as required by individual task orders.

4.1.1 The contractor shall maintain suitable facilities for the execution of those tasks not requiring specific performance at government facilities. The government will not provide facilities unless use of a specific facility at a specific location is necessary to the execution of the task order.

4.1.2 The contractor shall perform specified tasks at the Naval Air Warfare Center--Weapons Division, China Lake. Facilities at China Lake include the Tactical Air Ranges Integration Facility, various land ranges at China Lake, test pads, towers, and system integration facilities in the vicinity of Thompson Lab.

4.1.3 The contractor shall perform specified tasks (such as installation, integration, and testing) at various Department of Defense locations, foreign range locations, or subcontractor and vendor facilities. Appendix A provides a list of potential (but not all inclusive) range work locations.

4.1.4 The contractor shall provide temporary or mobile/transportable shelters (for equipment or personnel) meeting specified shielding; environmental; size, weight, and transportability; and functional requirements.

4.1.5 Individual task orders may involve the transfer, storage, use, or generation of classified material up to (including) the level of SECRET. Additionally, task orders may require the use of Intelligence data and Communication Security (COMSEC) data or equipment. The contractor shall maintain suitable facilities for the execution of those tasks.

4.2 The contractor shall be required to travel in the execution of these efforts. The contractor shall be responsible for all transportation, billeting, and messing for contractor personnel except in those cases where government transportation, billeting, or messing are the only services available.

Appendix A
Potential sites for CES Range work

The following list identifies potential sites for CES Range work. The listed sites are representative of potential work locations but are not intended to be all-inclusive.

MCAS Cherry Point, NC
Atlantic Field

NAS Oceana, Virginia Beach, VA
Dare County
VA Capes

Southern California Offshore Range (SCORE)
NAS North Island, San Diego
San Clemente Island
San Nickolas Island

Atlantic Fleet Weapons Training Facility (AFWTF), Puerto Rico
St Thomas, St. Croix, Vieques

Langley AFB, VA

NAS Key West, FL

Gulfport, MS

Nellis AFB, NV

Eglin AFB, FL

Elmendrof AFB, AK

National Training Center Air Warrior, Fort Irwin, CA

Edwards Air Force Base, CA

China Lake, CA

MCAS Yuma, AZ

MCAGCC Twenty-nine Palms, CA

NAS Whidbey Island, WA

NAS Fallon, NV

NAS Savannah, GA

Volk Field, WN

Tyndall AFB, FL

NAWCAD PAX River, MD

Eielson AFB, AK

Utah Test and Training Range, UT

White Sands Missile Range, NM

Point Mugu, CA

NAS Beaufort, SC

Foreign military Tactical Training Ranges or Test and Evaluation Ranges in:

[|]

(b)(4)

Appendix B
Key Personnel

Program Manager Bachelor's degree in Engineering or a related scientific major or equivalent experience with successful experience in the development or production phase of Electronic Warfare or Training Systems Project Management. Overall experience shall include progressive experience in technical management and appropriate technical experience.
Senior TACTS/ACMI Engineer or TACTS/ACMI Engineer Bachelors of Science degree in Electronic Engineering, Computer Science, or a related scientific major-or equivalent experience with specific experience in software based tactical training systems. Specifically the individual must have recent expertise and experience in training range hardware and software system analysis, development of computer systems, and design/development of related software based on TACTS/ACMI. The individual should be familiar with TSPI systems such as the Tracking Instrumentation Subsystem used on a TACTS/ACMI range, IFF tracking and range instrumentation radars, and GPS. Overall experience shall include progressive experience in an appropriate technological specialty such as communications theory, radar and propagation theory, real time computer systems development, or software development for real time processing.
GPS System Analyst/Project Manager: Bachelor's degree in Engineering or a related scientific major or equivalent experience with successful experience in the Management of all aspects of the GPS Based Range Instrumentation Equipment (BRIE). Responsible for executing all airborne pods/plates and ground station sustainment, repairs, system design, hardware/software developments, enhancements and upgrades to GPS systems. Responsible for establishing and managing all aspects of a configuration management program for the ARDS system. Responsible for managing FMS cases. Responsible for overseeing and coordination with all subcontractors and vendors associated with the GPS support.
EW Threat Systems Engineer: Bachelor degree in Electrical/Electronic Engineering or equivalent experience with successful experience in the design, development, and integration of unmanned threat radar simulators (AN'GPQ-11). Experience in radar design, development/manufacture/test and upgrade support of the (AN/GPA-11) system; command guidance radar transmitter design through delivery for similar CES systems.
EW Digital Data Communications Engineer: Bachelor degree in an Engineering or Computer Science or equivalent experience in developing and maintaining the embedded software for the AN/GPQ-11 (V) Threat Radar Emitter Simulators (TRES). Instituted a software configuration management process for new and legacy code. Developing supporting test software on a PC in C++, including a CMUX simulator. Experience in design, development and test of software for the Transmitter Interface (TIF) custom VME board, which is used in the AN/GPQs.

COMBAT ENVIRONMENT SIMULATION

AWARD FEE PLAN

COMBAT ENVIRONMENT SIMULATION
AWARD FEE PLAN

1. The following procedure is for the determination of the award fee:

a. The award fee evaluation periods will be six months in duration. The first award fee period will begin with the issuance of the first task order and will end on the last day of the sixth full calendar month following issuance of that first task order. Therefore, the first period will cover the first partial month of the contract and the subsequent six months. Thereafter, each period will cover exactly six calendar months.

b. Within twenty-five (25) calendar days after receipt by the government of all the progress reports and earned value reports for each evaluation period (if required by the task order): the COR will fill out the Contractor Fee Calculation Worksheet (Attachment A-1) for each active task order. Concurrently, the Technical Coordinator for each Task Order will fill out the Award Fee Evaluation Criteria Worksheet (Attachment A-2) and submit it to the Chairman of the Award Fee Evaluation Review Board (AFERB). The Technical Coordinator may request the assistance of other cognizant individuals such as the COR or the DCAS Representative for assistance in completing the worksheet. The COR, using the fee calculations from A-1 and the weighted scores from A-2, shall complete the Contractor Performance Evaluation Report, Task Order Award Fee Calculations (Attachment A-3). These three (3) forms shall then be submitted to the chairman of the AFERB and retained by the AFERB Secretary.

c. Concurrently, the contractor may submit a written evaluation of his own performance during the evaluation period, to the Chairman of the AFERB.

d. The AFERB will meet, within forty-five (45) calendar days after the receipt by the government of the progress reports and earned value reports for each evaluation period, to evaluate the contractor's performance based upon the submitted recommendation of the Technical Coordinator and the contractor's self evaluation. If the board cannot reach consensus on any evaluation issue, the Chairman shall determine the correct evaluation based upon the submitted recommendation of the Technical Coordinator, the contractor's self evaluation, the differing arguments of the members of the board, and the Chairman's own judgment.

e. Within seven (7) calendar days following the decision by the AFERB, the Chairman of the AFERB will submit in writing to the contractor, the proposed award fee determination and the rationale for the determination of the award fee (the Technical Coordinators' Award Fee Evaluation Criteria Worksheet (Attachment A-2) as amended by the Chairman of the AFERB, if necessary). The Chairman of the AFERB will allow the contractor twenty (20) days from the day he transmits the board's findings to the contractor, to submit a rebuttal in any areas that the contractor feels are scored incorrectly. This rebuttal must be in writing. The contractor shall not contact any Government personnel other than the Chairman of the AFERB regarding the evaluation. The Chairman shall then advise the FDO as to the nature of any rebuttal and the FDO will make a final determination as to the amount of the award fee. The Contracting Officer will then issue a letter to the contractor to indicate the award fee earned. The contractor will then use this letter as the basis for submitting a voucher for the amount of the earned award fee.

f. During any award fee period, the Technical coordinator may provide informal interim evaluations to the contractor regarding his performance in an effort to further motivate the contractor to optimum performance. This feed back must be in writing and submitted to the contractor through the AFERB Chairman. No payment of award fee is associated with interim evaluations.

g At the request of the AFERB Chairman, the PCO may unilaterally change the duration of the performance periods providing notice is given to the contractor prior to the beginning of the effected periods.

h. At the request of the AFERB Chairman, the PCO may unilaterally change the weights assigned to each category provided that notice is given to the contractor prior to the beginning of the effected period.

2. The Award Fee Evaluation Review Board (AFERB) shall consist of the following members:

a. The CES Contracting Officer's Representative or an individual designated by the Program Manager shall act as the Chairman of the AFERB. The Chairman may designate an Alternate Chairman. In the event of an Alternate Chairman executing the responsibilities herein, the Alternate Chairman acts with the full authority of– and is responsible to– the Chairman

b. The CES Program Manager shall act as the Fee Determining Official (FDO).

c. Any level four competency managers supervising TCs who are submitting award fee evaluations are members of the board for the affected periods.

d. Any program managers having task orders subject to award fee evaluations are members of the board for the affected periods.

e. The contracting officer or an individual designated by the contracting officer is an ex officio member of the board.

f. The COR is an ex officio member of the board and serves as the Secretary.

g. The Chairman may appoint any individual to the board. Said member or members shall serve at the pleasure of the Chairman.

3. The value of each task order award fee pool will be established as a percentage of estimated cost. The percentage will be the same factor utilized to establish the contract award fee pool.

Within each task order, payment of the award fee will be linked to the completion of specific, discrete milestones. The value of each milestone will be determined by the criticality, complexity, and relationship to the overall effort. Unless specific conditions warrant a different allocation, at least 20 percent of the available award fee pool will be linked to the completion of the task order.

4. If the contractor has not started work upon any new task order before one half of the evaluation period has expired, the evaluation of that task order and the associated fee will be deferred to the subsequent evaluation period. When an evaluation is deferred, the total combined available fee and the award fee evaluation both apply to the combined periods as if they were one period.

5. The contractor's performance will be measured against the categories described below:

A.	COST PERFORMANCE	20 %
B.	SCHEDULE PERFORMANCE	30 %
C.	TECHNICAL PERFORMANCE	30 %
D.	MANAGEMENT PERFORMANCE	20 %

For each of the above categories, the following criteria under the respective headings of "Below Average", "Average" and "Above Average" will be used to determine the effectiveness of the contractor during an award fee period. In any evaluation using the criteria described below, the technical coordinator and the AFERB should tailor the evaluation to account for any unusually difficult or complex tasks. The evaluation should also consider, for any problems noted or for any notable successes, the weight of those specific actions in proportion to the total amount of effort involved during that evaluation period.

CATEGORY A - COST PERFORMANCE - The contractor's overall control and status tracking of: all direct labor charges (wages and salaries), indirect costs (overhead and G & A), other direct costs (e. g., travel, materials and subcontracting), and his performance relative to the cost estimate.

Below Average:
(71-78) Limited awareness of the status of expenditures. Cost visibility limited or non-existent. Insufficient cost breakdown to allow for effective cost control. Frequently overruns cost estimate. Shows lack of control over expenditures. Depends upon NAWCWPNS for resolution of most or all problems.

Average:
(79-90) Tracks costs, but is slow in highlighting problems which arise. Expenditures are accounted for with sufficient frequency to allow for effective program management. Only minimal cost overruns. Minor funding problems result from these overruns. Works out most problems independently and within available resources.

Above Average:
(91-100) Has a cost tracking system that provides detailed cost accountability which results in excellent cost control. No cost overruns on delivery order estimates. Cost versus program effort is well planned.

CATEGORY B - SCHEDULE PERFORMANCE - The contractor's adherence to program schedule in support of a given DO. Items to be considered are: responsiveness to requirements, achievement of milestones, the degree of difficulty in schedule requirements, ability to reschedule when needed, flexibility to facilitate work-arounds and the adequacy of scheduling methods and documentation.

Below Average:
(71-78) limited schedule visibility and lack of long-term scheduling efforts. Scheduling problems arise and get out of hand before they are noticed. Depends on NAWCWPNS to identify potential problems. Contractor is frequently or consistently late in meeting schedule dates. Efforts to maintain schedule are fragmented with little or no establishment of priorities.

Average:
(79-90) Schedule visibility keeps track of major items. Identifies schedule problems but rarely in time to allow for a studied response. Some minor but not critical schedule delays are experienced. Major program milestones are being met.

Above Average:
(91-100) Most schedules are being met with no slippage of major/critical milestones. Pacing items are identified in a timely manner. Contractor shows an awareness of the status of all tasks. Independently identifies schedule problems. Excellent knowledge of the status of all tasks. Shows an awareness of the total program schedule.

CATEGORY C - TECHNICAL PERFORMANCE - The contractor's overall work appearance, operational design, engineering approach, documentation and independent initiative in support of a given DO. In evaluating technical performance the quality, quantity and accuracy of work output shall be examined as well as the technical complexity and criticalness of tasks. Where applicable the enforcement of quality

control procedures, adherence to established test and other operating procedures as well as the amount of rework will be judged.

Below Average:
(71-78) The technical effort during the award fee period (which includes all tests, analyses, designs, reviews, etc.) does not contribute to the overall program objectives, and there is a total lack of technical coordination with NAWCWPNS. Work is generally unprofessional. Products are generally inaccurate or incomplete and require much interpretation or rework. Seldom are Technical problems anticipated and they are not solved without Government intervention and impact schedule and cost.

Average:
(79-90) The technical effort satisfactorily meets most of the performance objectives. Some minor difficulties may have occurred, but they are either being corrected or are not of a nature to jeopardize the overall delivery order objectives. Work is performed in an adequate manner with little or no extra effort involved. Makes a conscious effort to meet the technical goals of the delivery order. Technical problems are anticipated and satisfactorily resolved. Impact to cost and schedule are provided upon Government requests.

Above Average:
(91-100) The technical effort meets all performance objectives as defined by documentation baseline data. Reporting and technical coordination are thorough. Work is of high caliber and done in a highly professional manner. Products are accurate and complete and meet the technical requirements of the program. Technical problems are anticipated and resolved while keeping the Government informed. Solutions are proposed and tested in a logical professional manner and contractor proposed "work arounds" reduce the impact to cost and schedule.

CATEGORY D - MANAGEMENT - Concerning the contractor's assignment of personnel, action on delays, changes and problems. How well Total Quality is implemented and carried out in the organization to achieve continuous process improvement. How well he provides the required liaison and communication functions as well as the prompt submission of all data and reports. Other factors to be considered include: overall effectiveness in meeting objectives, adaptability to changes, initiative and creativity, labor relations, adequacy and enforcement of Safety and Security Programs, adequacy of subcontract controls and care of Government property.

Below Average:
(71-78) Administration of the delivery order is inefficient, with NAWCWPNS PCO direction acted upon in an untimely and/or inefficient manner. There is no Total Quality apparent in the organization. Responsiveness to changes, procurement actions, or requests for information is poor. Contractor is generally unaware of delivery order status, does not anticipate problems that should be foreseen, and/or provides weak and untimely resolution of problems that have been identified. Assignment of personnel, planning and/or program control is inadequate. Late submittal of documentation is frequent. Proofreading of contents is poor. Accuracy of contents is poor.

Average:
(79-90) Administration of the delivery order is generally efficient. Changes, procurement actions, and requests for information are processed in a timely, routine manner. A reasonable awareness of delivery order status is maintained, such that only minor problems arise due to unanticipated situations. Timely and technically acceptable resolutions are provided for problems that do arise, and assignment of qualified personnel, planning, and program control are evident. Documentation is usually submitted

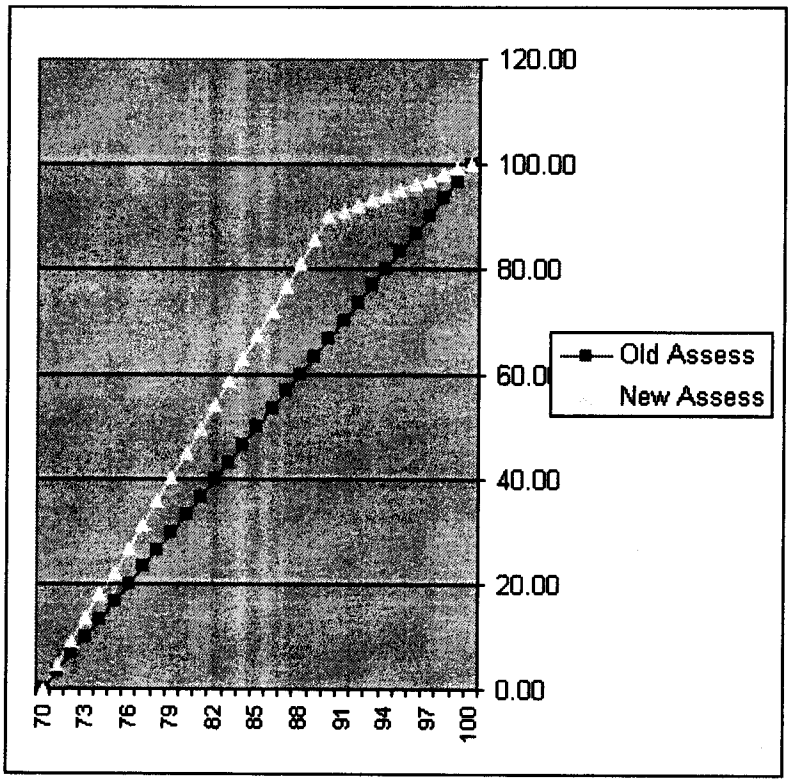
promptly with little or no delay. Accuracy of contents is reliable and few, if any, typographical errors exist. There exists a Total Quality process improvement culture which is demonstrating results.

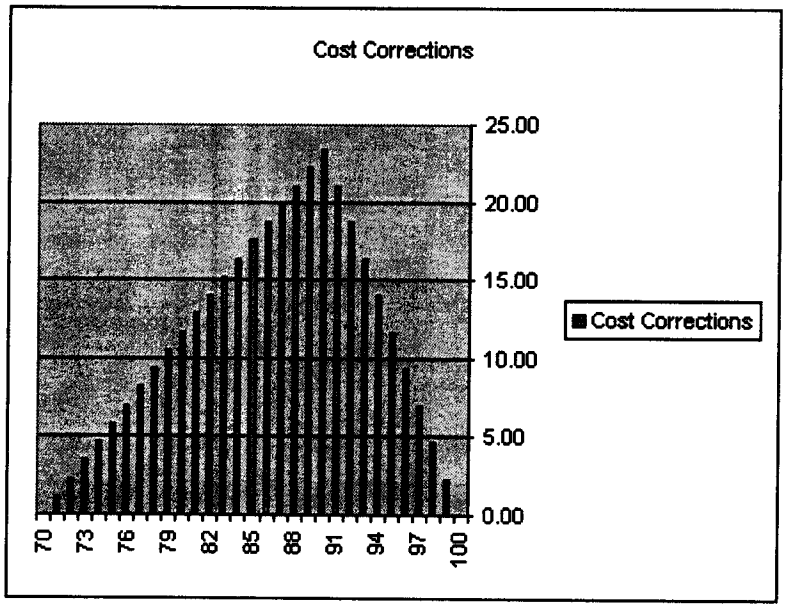
Above Average:
(91-100) Highly efficient administration of the delivery order with an obvious high priority contractor support of the delivery order and timely response to NAWCWPNS directions, changes, and request for information. Contractor is very aware of program status and makes a conscious effort to identify and resolve problems in a timely manner. Personnel assigned are highly qualified, effective, and consistently efficient. Good program planning and control are consistently evident. All documentation is submitted on or ahead of schedule. Data is current and accurate. Documentation is well organized and correctly edited. Contractor communicates well without having to be asked specific questions to elicit responses. The Total Quality process improvement encompasses internal and external customer-supplier relationships which delivers world class products and services to the customer.

Note: No award fee will be paid in a given award fee period if overall performance in that period is less than "Below Average". A score of 70 or less denotes work performance that is unacceptable and results in no award fee. Unearned fee from one award fee period will not be carried forward to subsequent award fee periods. (See attached Table Percentage Award Fee Earned Per Assigned Score Figure 1 and Award Graph, Attachment B).

AWARD FEE SCORE TO PERCENTAGE OF AWARD FEE EARNED CONVERSION

Award	Old	New	Delta
100	100.00	100.00	0.00
99	96.67	99.00	2.33
98	93.33	98.00	4.67
97	90.00	97.00	7.00
96	86.67	96.00	9.33
95	83.33	95.00	11.67
94	80.00	94.00	14.00
93	76.67	93.00	16.33
92	73.33	92.00	18.67
91	70.00	91.00	21.00
90	66.67	90.00	23.33
89	63.33	85.50	22.17
88	60.00	81.00	21.00
87	56.67	76.50	19.83
86	53.33	72.00	18.67
85	50.00	67.50	17.50
84	46.67	63.00	16.33
83	43.33	58.50	15.17
82	40.00	54.00	14.00
81	36.67	49.50	12.83
80	33.33	45.00	11.67
79	30.00	40.50	10.50
78	26.67	36.00	9.33
77	23.33	31.50	8.17
76	20.00	27.00	7.00
75	16.67	22.50	5.83
74	13.33	18.00	4.67
73	10.00	13.50	3.50
72	6.67	9.00	2.33
71	3.33	4.50	1.17
70	0.00	0.00	0.00





Contractor Fee Calculation Worksheet

TASK ORDER _____

TOTAL AVAILABLE AWARD FEE _____

AVAILABLE AWARD FEE ALLOCATION BY PERIOD:

PERIOD	FROM *(date)*	TO *(date)*	PERCENTAGE OF TOTAL FEE	AVAILABLE AWARD FEE
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____

Numbers in "PERCENTAGE OF TOTAL FEE" column must be integer numbers. Sum of "PERCENTAGE OF TOTAL FEE" column must equal 100. If numbers in the "AVAILABLE AWARD FEE POOL" column are not integer numbers (whole dollars without cents, those figures shall be truncated to whole dollars.

Attachment A-1

AWARD FEE EVALUATION CRITIERIA WORKSHEET
CONTRACTOR PERFORMANCE EVALUATION REPORT

Contract #

TC | Project: | Delivery Order#

Date of Evaluation | Period Ending:

FACTORS

Above Average (91- | Average (79-90) | Below Average (71- | Unacceptable (0-

The Contractor's performance will be measured against the following general categories. A written explanation of the reasons for your evaluation must also be included below:

A. COST PERFORMANCE :

EVALUATION SCORE: X **EFFICIENCY RATING:** = **WEIGHTED RATING:**

B. SCHEDULE PERFORMANCE

EVALUATION SCORE X **EFFICIENCY RATING:** = **WEIGHTED RATING:**

C. TECHNICAL PERFORMANCE :

EVALUATION SCORE X **EFFICIENCY RATING:** = **WEIGHTED RATING:**

D. MANAGEMENT PERFORMANCE :

EVALUATION SCORE X **EFFICIENCY RATING** = **WEIGHTED RATING**

TOTAL WEIGHTED RATING:

HOW CAN CONTRACTOR IMPROVE SCORE?

EVALUATOR'S NAME & SIGNATURE:

DATE:

Revision dated 22 Feb 96

ATTACHMENT A2

CONTRACTOR PERFORMANCE EVALUATION REPORT
TASK ORDER AWARD FEE CALCULATION

FACTOR:		Period Ending:	
ABOVE AVERAGE:	(91-100)	Contract #	
AVERAGE:	(79-90)	Task Order#	
BELOW AVERAGE:	(71-78)	Date of Evaluation	
UNACCEPTABLE:	(0-70)		

AWARD FEE Available this evaluation period: _____ (from A-1)

AWARD FEE SCORE this evaluation period: _____ (from A-2)

PERCENTAGE OF AWARD FEE this evaluation period: _____ Equal

TOTAL AWARD FEE EARNED this evaluation period: _____

CATEGORY/CRITERIA	WEIGHTED SCORE (from A-2)		PERCENTAGE AWARD FEE		AVAILABLE AWARD FEE $		EARNED DO AWARD FEE
A. COST PERFORMANCE: (Cost Effectiveness)		=		x		=	
B. SCHEDULE PERFORMANCE: (Timeliness)		=		x		=	
C. TECHNICAL PERFORMANCE: (Quality)		=		x		=	
D. MANAGEMENT PERFORMANCE:		=		x		=	

TOTAL AWARD FEE RECEIVED THIS EVALUATION PERIOD FOR THIS DO: _____

RATED BY: _____

SIGNUATRE: _____ DATE: _____

Revision dated 27 MAR 98

ATTACHMENT A-3

LEVEL OF EFFORT
FOR
COMBAT ENVIRONMENT SIMULATION
N68936-04-D-0020

20-Apr-04

COMBAT ENVIRONMENT SIMULATION
LEVEL OF EFFORT

GOVERNMENT LABOR CATEGORY		YEAR ONE (BASE)		YEAR TWO (BASE)		YEAR THREE (BASE)		YEAR FOUR (OPTION)		YEAR FIVE (OPTION)		FIVE YEAR LABOR COSTS
		HRS	LABOR COSTS	HRS	LABOR COSTS	HRS	LABOR COSTS	HRS	LABOR COSTS	HRS	LABOR COSTS	
PROJECT MANAGER	1.8%	1800	$ -	1800	$ -	1800	$ -	1800	$ -	1800	$ -	9,000
SENIOR EW ENGINEER	0.6%	630	$ -	630	$ -	630	$ -	630	$ -	630	$ -	3,150
SENIOR TACTS/ACMI ENGINEER	3.7%	3600	$ -	3600	$ -	3600	$ -	3600	$ -	3600	$ -	18,000
TACTS/ACMI ENGINEER	6.0%	5850	$ -	5850	$ -	5850	$ -	5850	$ -	5850	$ -	29,250
SEIOR FINANCIAL ANALYST	1.4%	1350	$ -	1350	$ -	1350	$ -	1350	$ -	1350	$ -	6,750
CONTRACT MANAGEMENT SPECIALIST	0.5%	450	$ -	450	$ -	450	$ -	450	$ -	450	$ -	2,250
GPS SYSTEM ANALYST/PROJECT MANAGER	5.5%	5400	$ -	5400	$ -	5400	$ -	5400	$ -	5400	$ -	27,000
SYSTEM ENGINEER	5.5%	5400	$ -	5400	$ -	5400	$ -	5400	$ -	5400	$ -	27,000
COMPUTER SYSTEMS ENGINEER	7.3%	7200	$ -	7200	$ -	7200	$ -	7200	$ -	7200	$ -	36,000
SENIOR ELECTRONIC ENGINEER	5.5%	5400	$ -	5400	$ -	5400	$ -	5400	$ -	5400	$ -	27,000
EW THREAT SYSTEMS ENGINEER	2.8%	2700	$ -	2700	$ -	2700	$ -	2700	$ -	2700	$ -	13,500
SENIOR SOFTWARE ENGINEER	11.0%	10800	$ -	10800	$ -	10800	$ -	10800	$ -	10800	$ -	54,000
DIGITAL DATA COMMUNICATIONS ENGINEER	1.8%	1800	$ -	1800	$ -	1800	$ -	1800	$ -	1800	$ -	9,000
TRANSMITTER ENGINEER	0.5%	450	$ -	450	$ -	450	$ -	450	$ -	450	$ -	2,250
DIGITAL SIGNAL PROCESSING ENGR	0.9%	900	$ -	900	$ -	900	$ -	900	$ -	900	$ -	4,500
MECHANICAL ENGINEER	0.7%	720	$ -	720	$ -	720	$ -	720	$ -	720	$ -	3,600
CONTROL SYSTEMS ENGINEER	0.7%	720	$ -	720	$ -	720	$ -	720	$ -	720	$ -	3,600
SOFTWARE ENGR/SYSTEMS ANALYST	9.2%	9000	$ -	9000	$ -	9000	$ -	9000	$ -	9000	$ -	45,000
TEST ENGINEER	0.2%	225	$ -	225	$ -	225	$ -	225	$ -	225	$ -	1,125
COMPUTER PROGRAMMER	11.0%	10800	$ -	10800	$ -	10800	$ -	10800	$ -	10800	$ -	54,000
ILS SPECIALIST	0.4%	360	$ -	360	$ -	360	$ -	360	$ -	360	$ -	1,800
TECHNICAL WRITER	0.5%	450	$ -	450	$ -	450	$ -	450	$ -	450	$ -	2,250
CONFIGURATION DATA MGR	0.9%	900	$ -	900	$ -	900	$ -	900	$ -	900	$ -	4,500
DATA MANAGEMENT SPECIALIST	0.9%	900	$ -	900	$ -	900	$ -	900	$ -	900	$ -	4,500
DRAFTSMAN	0.9%	900	$ -	900	$ -	900	$ -	900	$ -	900	$ -	4,500
ELECTRONICS TECHNICIAN	4.1%	4050	$ -	4050	$ -	4050	$ -	4050	$ -	4050	$ -	20,250
FIELD ENGR/TECHNICIAN	4.1%	4050	$ -	4050	$ -	4050	$ -	4050	$ -	4050	$ -	20,250
SECRETARY/CLERICAL	3.2%	3150	$ -	3150	$ -	3150	$ -	3150	$ -	3150	$ -	15,750
INSTURMENTATION/ELEC ENGR	2.8%	2700	$ -	2700	$ -	2700	$ -	2700	$ -	2700	$ -	13,500
ELECTRONICS TECH TROUBLESHOOTER	2.8%	2700	$ -	2700	$ -	2700	$ -	2700	$ -	2700	$ -	13,500
FINANICAL ANALYST	2.8%	2700	$ -	2700	$ -	2700	$ -	2700	$ -	2700	$ -	13,500
TOTAL HOURS	100%	98055		98055		98055		98055		98055		490275
KEY PERSONNEL			$ -		$ -		$ -		$ -		$ -	

20-Apr-04

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	YEAR ONE HRS	YEAR ONE LABOR COSTS
PROJECT MANAGER		1800	$0
SENIOR EW ENGINEER		630	$0
SENIOR TACTS/ACMI ENGINEER		3600	$0
TACTS/ACMI ENGINEER		5850	$0
SEIOR FINANCIAL ANALYST		1350	$0
CONTRACT MANAGEMENT SPECIALIST		450	$0
GPS SYSTEM ANALYST/PROJECT MANAGER		5400	$0
SYSTEM ENGINEER		5400	$0
COMPUTER SYSTEMS ENGINEER		7200	$0
SENIOR ELECTRONIC ENGINEER		5400	$0
EW THREAT SYSTEMS ENGINEER		2700	$0
SENIOR SOFTWARE ENGINEER		10800	$0
DIGITAL DATA COMMUNICATIONS ENGINEER		1800	$0
TRANSMITTER ENGINEER		450	$0
DIGITAL SIGNAL PROCESSING ENGR		900	$0
MECHANICAL ENGINEER		720	$0
CONTROL SYSTEMS ENGINEER		720	$0
SOFTWARE ENGR/SYSTEMS ANALYST		9000	$0
TEST ENGINEER		225	$0
COMPUTER PROGRAMMER		10800	$0
ILS SPECIALIST		360	$0
TECHNICAL WRITER		450	$0
CONFIGURATION DATA MGR		900	$0
DATA MANAGEMENT SPECIALIST		900	$0
DRAFTSMAN		900	$0
ELECTRONICS TECHNICIAN		4050	$0
FIELD ENGR/TECHNICIAN		4050	$0
SECRETARY/CLERICAL		3150	$0
INSTURMENTATION/ELEC ENGR		2700	$0
ELECTRONICS TECH TROUBLESHOOTER		2700	$0
FINANICAL ANALYST		2700	$0
TOTAL HOURS		98055	
KEY PERSONNEL			$ -

20-Apr-04

LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR TWO LABOR COSTS
PROJECT MANAGER		1800	$ -
SENIOR EW ENGINEER		630	$ -
SENIOR TACTS/ACMI ENGINEER		3600	$ -
TACTS/ACMI ENGINEER		5850	$ -
SEIOR FINANCIAL ANALYST		1350	$ -
CONTRACT MANAGEMENT SPECIALIST		450	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		5400	$ -
SYSTEM ENGINEER		5400	$ -
COMPUTER SYSTEMS ENGINEER		7200	$ -
SENIOR ELECTRONIC ENGINEER		5400	$ -
EW THREAT SYSTEMS ENGINEER		2700	$ -
SENIOR SOFTWARE ENGINEER		10800	$ -
DIGITAL DATA COMMUNICATIONS ENGINEER		1800	$ -
TRANSMITTER ENGINEER		450	$ -
DIGITAL SIGNAL PROCESSING ENGR		900	$ -
MECHANICAL ENGINEER		720	$ -
CONTROL SYSTEMS ENGINEER		720	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		9000	$ -
TEST ENGINEER		225	$ -
COMPUTER PROGRAMMER		10800	$ -
ILS SPECIALIST		360	$ -
TECHNICAL WRITER		450	$ -
CONFIGURATION DATA MGR		900	$ -
DATA MANAGEMENT SPECIALIST		900	$ -
DRAFTSMAN		900	$ -
ELECTRONICS TECHNICIAN		4050	$ -
FIELD ENGR/TECHNICIAN		4050	$ -
SECRETARY/CLERICAL		3150	$ -
INSTURMENTATION/ELEC ENGR		2700	$ -
ELECTRONICS TECH TROUBLESHOOTER		2700	$ -
FINANICAL ANALYST		2700	$ -
TOTAL HOURS		98055	
KEY PERSONNEL			$ -

20-Apr-04

LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR THREE LABOR COSTS
PROJECT MANAGER		1800	$ -
SENIOR EW ENGINEER		630	$ -
SENIOR TACTS/ACMI ENGINEER		3600	$ -
TACTS/ACMI ENGINEER		5850	$ -
SEIOR FINANCIAL ANALYST		1350	$ -
CONTRACT MANAGEMENT SPECIALIST		450	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		5400	$ -
SYSTEM ENGINEER		5400	$ -
COMPUTER SYSTEMS ENGINEER		7200	$ -
SENIOR ELECTRONIC ENGINEER		5400	$ -
EW THREAT SYSTEMS ENGINEER		2700	$ -
SENIOR SOFTWARE ENGINEER		10800	$ -
DIGITAL DATA COMMUNICATIONS ENGINEER		1800	$ -
TRANSMITTER ENGINEER		450	$ -
DIGITAL SIGNAL PROCESSING ENGR		900	$ -
MECHANICAL ENGINEER		720	$ -
CONTROL SYSTEMS ENGINEER		720	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		9000	$ -
TEST ENGINEER		225	$ -
COMPUTER PROGRAMMER		10800	$ -
ILS SPECIALIST		360	$ -
TECHNICAL WRITER		450	$ -
CONFIGURATION DATA MGR		900	$ -
DATA MANAGEMENT SPECIALIST		900	$ -
DRAFTSMAN		900	$ -
ELECTRONICS TECHNICIAN		4050	$ -
FIELD ENGR/TECHNICIAN		4050	$ -
SECRETARY/CLERICAL		3150	$ -
INSTURMENTATION/ELEC ENGR		2700	$ -
ELECTRONICS TECH TROUBLESHOOTER		2700	$ -
FINANICAL ANALYST		2700	$ -
TOTAL HOURS		98055	
KEY PERSONNEL			$ -

20-Apr-04

GOVT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FOUR LABOR COSTS
PROJECT MANAGER		1800	$ -
SENIOR EW ENGINEER		630	$ -
SENIOR TACTS/ACMI ENGINEER		3600	$ -
TACTS/ACMI ENGINEER		5850	$ -
SEIOR FINANCIAL ANALYST		1350	$ -
CONTRACT MANAGEMENT SPECIALIST		450	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		5400	$ -
SYSTEM ENGINEER		5400	$ -
COMPUTER SYSTEMS ENGINEER		7200	$ -
SENIOR ELECTRONIC ENGINEER		5400	$ -
EW THREAT SYSTEMS ENGINEER		2700	$ -
SENIOR SOFTWARE ENGINEER		10800	$ -
DIGITAL DATA COMMUNICATIONS ENGINEER		1800	$ -
TRANSMITTER ENGINEER		450	$ -
DIGITAL SIGNAL PROCESSING ENGR		900	$ -
MECHANICAL ENGINEER		720	$ -
CONTROL SYSTEMS ENGINEER		720	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		9000	$ -
TEST ENGINEER		225	$ -
COMPUTER PROGRAMMER		10800	$ -
ILS SPECIALIST		360	$ -
TECHNICAL WRITER		450	$ -
CONFIGURATION DATA MGR		900	$ -
DATA MANAGEMENT SPECIALIST		900	$ -
DRAFTSMAN		900	$ -
ELECTRONICS TECHNICIAN		4050	$ -
FIELD ENGR/TECHNICIAN		4050	$ -
SECRETARY/CLERICAL		3150	$ -
INSTURMENTATION/ELEC ENGR		2700	$ -
ELECTRONICS TECH TROUBLESHOOTER		2700	$ -
FINANICAL ANALYST		2700	$ -
TOTAL HOURS		98055	
KEY PERSONNEL			$ -

20-Apr-04

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FIVE LABOR COSTS
PROJECT MANAGER		1800	$ -
SENIOR EW ENGINEER		630	$ -
SENIOR TACTS/ACMI ENGINEER		3600	$ -
TACTS/ACMI ENGINEER		5850	$ -
SEIOR FINANCIAL ANALYST		1350	$ -
CONTRACT MANAGEMENT SPECIALIST		450	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		5400	$ -
SYSTEM ENGINEER		5400	$ -
COMPUTER SYSTEMS ENGINEER		7200	$ -
SENIOR ELECTRONIC ENGINEER		5400	$ -
EW THREAT SYSTEMS ENGINEER		2700	$ -
SENIOR SOFTWARE ENGINEER		10800	$ -
DIGITAL DATA COMMUNICATIONS ENGINEER		1800	$ -
TRANSMITTER ENGINEER		450	$ -
DIGITAL SIGNAL PROCESSING ENGR		900	$ -
MECHANICAL ENGINEER		720	$ -
CONTROL SYSTEMS ENGINEER		720	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		9000	$ -
TEST ENGINEER		225	$ -
COMPUTER PROGRAMMER		10800	$ -
ILS SPECIALIST		360	$ -
TECHNICAL WRITER		450	$ -
CONFIGURATION DATA MGR		900	$ -
DATA MANAGEMENT SPECIALIST		900	$ -
DRAFTSMAN		900	$ -
ELECTRONICS TECHNICIAN		4050	$ -
FIELD ENGR/TECHNICIAN		4050	$ -
SECRETARY/CLERICAL		3150	$ -
INSTURMENTATION/ELEC ENGR		2700	$ -
ELECTRONICS TECH TROUBLESHOOTER		2700	$ -
FINANICAL ANALYST		2700	$ -
TOTAL HOURS		98055	
KEY PERSONNEL			$ -

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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

Ref # CL03-020-2 Stub # 0010071932

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: **SECRET**

b. LEVEL OF SAFEGUARDING REQUIRED: **SECRET**

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

- [X] a. PRIME CONTRACT NUMBER N68936-04-D-0020 — 07/05/10
- [ ] b. SUBCONTRACT NUMBER
- [ ] c. SOLICITATION OR OTHER NUMBER N68936-03-R-0004 — Due Date (YYMMDD)

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

- [X] a. ORIGINAL (Complete date in all cases) — Date (YYMMDD) 04/05/11
- [ ] b. REVISED (Supersedes all previous specs) — Revision No. — Date (YYMMDD)
- [ ] c. FINAL (Complete item 5 in all cases) — Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [ ] NO. If yes, complete the following:

Classified material received or generated under N68936-99-D-0030 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] 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	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
LOCKHEED MARTIN SERVICES INC. 2339 ROUTE 70 WEST CHERRY HILL, NJ 08002-3315	77609	DEFENSE SECURITY SERVICE NORTHEAST REGION 936 ELKRIDGE LANDING ROAD SUITE 300 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)
LOCKHEED MARTIN SERVICES INC. 1121 W. REEVES AVENUE RIDGECREST CA 93555-2329	5Y962	DEFENSE SECURITY SERVICE LANCASTER INDUSTRIAL SECURITY OFFICE 41307 12TH STREET WEST, SUITES 5 & 6 PALMDALE, CA 93551

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

COMBAT ENVIRONMENT SIMULATION - DEVELOPMENT AND INTEGRATION OF TEST AND EVALUATION RANGES AND TRAINING RANGES.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER	X	
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT	X	
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION	X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE	X	
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		
k. OTHER (Specify)					

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

☐ Direct ☒ Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741000D), CHINA LAKE, CA 93555

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

13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in 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 an appropriate for the classified effort. Attach, or forward under separate

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

INFORMATION ON THIS CONTRACT IS NOT RELEASABLE TO CONTRACTORS POSSESSING RECIPROCAL CLEARANCES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMMANDER, NAVAL AIR WARFARE CENTER, (CODE 741100D), CHINA LAKE, CA 93555-6001.

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

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 such requirements to the cognizant security office. Use Item 13 if additional space is needed). ☒ Yes ☐ No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13

15. Inspections. Elements of the contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed). ☐ Yes ☒ No

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)
JUDITH K. SMITH	CONTRACTING OFFICER SECURITY REPRESENTATIVE	(805) 989-7859

d. ADDRESS (Include Zip Code)
COMMANDER
CODE 741000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE STOP 1301
CHINA LAKE, CA 93555-6001

e. SIGNATURE

Judith K. Smith

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

741000D, 535000D(R. VORWERK), 742000D (B. SELF)

DD FORM 254 Reverse, DEC 90

Pr

DD254 ITEM 13 SUPPLEMENTAL PAGE

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.

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220.22-M; NAVAIR INSTRUCTION 5239.2, SUBJ: NAVAL AIR SYSTEMS COMMAND INFORMATION SYSTEMS SECURITY PROGRAM AND APPROPRIATE LOCAL INFORMATION ASSURANCE (IA) INSTRUCTIONS.

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.

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

CLASSIFICATION GUIDANCE WILL BE ISSUED BY USER AGENCY PER DELIVERY ORDER.

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, CHINA LAKE, CA OR NAVAL AIR WEAPONS STATION CHINA LAKE, CA POINT OF CONTACT.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE ATTACHED SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

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.

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 #1, "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.

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

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

ACCESS TO, HANDLING, USE AND TRANSPORT OF COMSEC INFORMATION/MATERIAL REQUIRES U.S. CITIZENSHIP, A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, A SPECIAL BRIEFING, AND WRITTEN APPROVAL OF THE COMMANDING OFFICER OF THE USER AGENCY.

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.

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

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

ACCESS TO COMSEC MATERIAL WILL BE AT NAVAL AIR WARFARE CENTER, WEAPONS DIVISION CHINA LAKE AND AT CONTRACTOR FACILITY.

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

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 6/6, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

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.

CONTRACTOR PERFORMANCE WILL BE AT CONTRACTOR'S FACILITIY AND AT U.S. GOVERNMENT FACILITIES AND THEIR CONTRACTORS. USING CONTRACTOR OR ACTIVITY WILL PROVIDE SECURITY CLASSIFICATION GUIDANCE FOR PERFORMANCE OF THIS CONTRACT.

THIS DD254 IS FOR THE "BASIC CONTRACT." DELIVERY ORDERS WILL BE ISSUED UNDER THIS CONTRACT. A REVISED DD254 WILL BE ISSUED WHEN SECURITY CLASSIFICATION GUIDANCE OTHER THAN THAT PROVIDED BY THIS DD254 IS REQUIRED FOR INDIVIDUAL DELIVERY ORDERS.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #4.

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

THE CONTRACTOR AND ITS SUBCONTRACTORS, IF PERFORMING OR TRAVELING OUTSIDE THE UNITED STATES UNDER THIS CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF "DFARS CLAUSE 252.226-7043 - ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)". ATTACHMENT #5

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

ATTACHMENT #1 TO DD FORM 254
OF 10/21/2003

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

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

1. Protecting friendly operations

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

BACKGROUND

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

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

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

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

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

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

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

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

INDICATORS

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

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

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

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

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

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

PROCESS

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

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

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly [our] Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the *essential* information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

a. Vulnerabilities can often be minimized but rarely eliminated

b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

SPECIAL CONSIDERATIONS

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

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

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

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

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

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

a. The activity that involves the sensitive information

b. The sensitive information that might be exposed

c. The threat to that information

d. Where the information is vulnerable or what is it about the activity that exposes this information

e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.

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 in 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 # 3, DCID 6/6, "Security Controls on the Dissemination of Intelligence Information", dated 11 July 2001.

ATTACHMENT # 2 TO DD-254

DIRECTOR OF CENTRAL INTELLIGENCE DIRECTIVE 6/6[1]

Security Controls on the Dissemination of Intelligence Information

(Effective 11 July 2001)
(Administratively Updated 3 May 2002)

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 (DCID). Applicable provisions cited in DCID 1/1 (19 November 1998) are included by reference. Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

I. Policy

A. 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.

B. 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.

C. 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.

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[1]This Directive supersedes DCID 1/7, dated 30 June 1998.

Downgrade to
UNCLASSIFIED//FOUO
when separated from
classified Annexes.

CL BY: DCI
DECL ON: X1

ATTACHMENT # 3 TO DD-254

II. Purpose

A. 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.

B. 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.

C. 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.

III. Definitions

A. "Caveated" information is information subject to one of the authorized control markings under Section IX.

B. "Intelligence Community" (IC) (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.

C. 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:

1. Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;

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. Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).

D. "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.

E. A "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.

F. 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 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.

IV. General Applicability

A. In support of the Policy Statement in Section I, classifiers of intelligence 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.

B. 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.

C. 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 E.O. 12958.

D. The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

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

A. 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:

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 VI, 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.

2. As provided in Section V.A.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.

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.

VI. Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

A. 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:

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 change 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;

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;

3. The contractor has an approved safeguarding capability if retention of the intelligence is required;

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;

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. 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 VI.A.7 and IX.C below;

7. Except as provided in Section VI.C 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 IX.B and IX.D below; and

8. Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with Sections VII and VIII, and DCID 6/7, 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.

B. Policies and Procedures for Contractors Inside Government-Owned or Controlled Facilities

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 VI.A of this directive.

C. Policies and Procedures for Contractors Outside Government-Owned or Controlled Facilities

Contractors who perform duties outside of Government-owned or controlled facilities will adhere to the following additional policies and procedures:

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 IX.B and IX.C);

2. The sponsoring agency shall maintain a record of material released;

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;

4. All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);

5. Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 6/1, Security Policy for Sensitive Compartmented Information (SCI); and,

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.

VII. Release to Foreign Governments, International Organizations, and Coalition Partners

A. 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 6/7, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.

1. Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary.

2. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.

B. Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:

1. A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 6/7;

2. No reference is made to the originating agency or to the source of the documents on which the released product is based; and,

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.

C. 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.

VIII. Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

A. 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.

B. 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 6/7, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.

C. 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 VII above.

IX. Authorized Control Markings

A. DCI policy is that the authorized control markings for intelligence information described 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.

1. To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking.

2. To fulfill the requirements of Section IX.G.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

B. "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON, portion marking (OC))

1. This marking 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.

2. Information bearing this marking may be disseminated within the headquarters[2] 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.

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

4. As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 6/6 Annex A, "Guidelines for Use of ORCON Caveat."

C. "CONTROLLED IMAGERY" (IMCON, portion marking (IMC)). This marking will be used on categories of SECRET intelligence information derived from satellite imagery if the disclosure or release could (a) nullify or measurably reduce their effectiveness of certain sensitive analytical methodologies

[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.

that are particularly vulnerable to countermeasures, (b) identify sensitive analytical methodologies that reveal US knowledge of foreign intelligence targets, or (c) compromise other sensitive intelligence sources or methods. Because IMCON is a restrictive dissemination control marking, agencies that originate and/or use Controlled Imagery will follow the procedures established in the classified DCID 6/6, Annex B, "Guidelines for Use of IMCON Caveat."

D. "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN, portion marking (PR)). 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 value.[3] 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.

E. "NOT RELEASABLE TO FOREIGN NATIONALS" (NOFORN, portion marking (NF)). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 6/7, "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.

F. "AUTHORIZED FOR RELEASE TO.[International Standards Organization (ISO) 3166 trigraphs for country(ies) and/or tetragraphs for authorized international organization(s)]" (REL TO, portion marking (REL TO…)or (REL) as appropriate). This control marking is used when a limited exception to the marking requirements in Section IX.E may be authorized to release the information beyond US recipients. This marking is authorized <u>only</u> when the originator has an intelligence

[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.

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.

G. Further Dissemination of Intelligence with Authorized Control Marking(s)

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.

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).

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.

H. 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 Authorized Classification and Control Markings Register maintained by the Controlled Access Program Coordination Office (CAPCO) 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.

X. Dissemination and Disclosure Under Emergency Conditions

A. Certain emergency situations[4] that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 6/7, and NDP 1 to the maximum extent practical and consistent with the mission.

B. 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.

C. The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the

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[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.

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.

D. 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.

E. The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

XI. Procedures Governing Use of Authorized Control Markings

A. 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).

B. 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.

XII. Obsolete Restrictions and Control Markings

A. The following control markings are obsolete and will not be used in accordance with the following guidelines:

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 VI.A for possible release of such documents.

2. Remarking of material bearing the WNINTEL, or NOCONTRACT, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.

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, and NFIB ONLY.

B. 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.

XIII. Reporting Unauthorized Disclosures

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

XIV. Responsibilities of SOICs

A. 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 E.O. 12958.

B. 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.

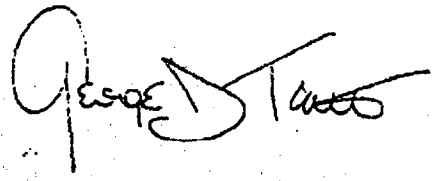
XV. Annual Report on the Use of Control Markings

A. 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 X 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.

B. 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.

XVI. Interpretation

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



Director of Central Intelligence

11 July 2001
Date

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 exemption 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. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. All means used shall preclude unauthorized public disclosure.

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.

ATTACHMENT # 4 TO DD-254

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

ATTACHMENT # 5 TO DD-254

N68936-04-D-0020
SUBCONTRACTING PLAN

WITHHELD IN ENTIRETY

UNDER EXEMPTION (b)(4)

Attachment (5)

BRS Document Viewer
WAGE DETERMINATION NO: 94-2043 REV (23) AREA: CA,BAKERSFIELD

WAGE DETERMINATION NO: 94-2043 REV (23) AREA: CA,BAKERSFIELD
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2043
Revision No.: 23
Date Of Last Revision: 03/15/2004

State: California
Area: California County of Kern

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.09
01012 - Accounting Clerk II	13.19
01013 - Accounting Clerk III	14.80
01014 - Accounting Clerk IV	17.62
01030 - Court Reporter	20.61
01050 - Dispatcher, Motor Vehicle	16.05
01060 - Document Preparation Clerk	13.41
01070 - Messenger (Courier)	10.04
01090 - Duplicating Machine Operator	13.41
01110 - Film/Tape Librarian	12.12
01115 - General Clerk I	10.51
01116 - General Clerk II	11.81
01117 - General Clerk III	14.75
01118 - General Clerk IV	16.57
01120 - Housing Referral Assistant	16.99
01131 - Key Entry Operator I	11.66
01132 - Key Entry Operator II	13.63
01191 - Order Clerk I	12.46
01192 - Order Clerk II	12.99
01261 - Personnel Assistant (Employment) I	12.03
01262 - Personnel Assistant (Employment) II	13.50
01263 - Personnel Assistant (Employment) III	16.69
01264 - Personnel Assistant (Employment) IV	17.84
01270 - Production Control Clerk	18.35
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	13.38
01311 - Secretary I	13.38
01312 - Secretary II	15.67
01313 - Secretary III	16.99
01314 - Secretary IV	21.05
01315 - Secretary V	23.37
01320 - Service Order Dispatcher	15.21
01341 - Stenographer I	14.41
01342 - Stenographer II	16.70
01400 - Supply Technician	21.05
01420 - Survey Worker (Interviewer)	15.31
01460 - Switchboard Operator-Receptionist	10.21
01510 - Test Examiner	16.40
01520 - Test Proctor	16.40
01531 - Travel Clerk I	10.34
01532 - Travel Clerk II	10.88

01533 - Travel Clerk III	11.79
01611 - Word Processor I	12.22
01612 - Word Processor II	15.16
01613 - Word Processor III	17.03
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.82
03041 - Computer Operator I	14.82
03042 - Computer Operator II	17.11
03043 - Computer Operator III	20.65
03044 - Computer Operator IV	23.10
03045 - Computer Operator V	25.67
03071 - Computer Programmer I (1)	18.91
03072 - Computer Programmer II (1)	22.98
03073 - Computer Programmer III (1)	26.30
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	19.80
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.82
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.23
05010 - Automotive Glass Installer	15.90
05040 - Automotive Worker	15.90
05070 - Electrician, Automotive	16.55
05100 - Mobile Equipment Servicer	14.36
05130 - Motor Equipment Metal Mechanic	17.23
05160 - Motor Equipment Metal Worker	15.90
05190 - Motor Vehicle Mechanic	17.23
05220 - Motor Vehicle Mechanic Helper	13.30
05250 - Motor Vehicle Upholstery Worker	15.42
05280 - Motor Vehicle Wrecker	15.90
05310 - Painter, Automotive	16.54
05340 - Radiator Repair Specialist	15.90
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.28
07010 - Baker	13.65
07041 - Cook I	11.20
07042 - Cook II	12.41
07070 - Dishwasher	9.15
07130 - Meat Cutter	13.45
07250 - Waiter/Waitress	8.77
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09070 - Furniture Refinisher	16.54
09100 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.99
11060 - Elevator Operator	10.42
11090 - Gardener	11.06
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	9.82
11150 - Janitor	10.09
11210 - Laborer, Grounds Maintenance	10.60
11240 - Maid or Houseman	7.70
11270 - Pest Controller	12.64
11300 - Refuse Collector	13.39
11330 - Tractor Operator	12.57
11360 - Window Cleaner	11.13

12000 - Health Occupations	
12020 - Dental Assistant	13.51
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.66
12071 - Licensed Practical Nurse I	13.66
12072 - Licensed Practical Nurse II	15.35
12073 - Licensed Practical Nurse III	17.17
12100 - Medical Assistant	11.62
12130 - Medical Laboratory Technician	13.85
12160 - Medical Record Clerk	10.89
12190 - Medical Record Technician	13.12
12221 - Nursing Assistant I	8.38
12222 - Nursing Assistant II	9.41
12223 - Nursing Assistant III	10.26
12224 - Nursing Assistant IV	11.54
12250 - Pharmacy Technician	15.03
12280 - Phlebotomist	15.00
12311 - Registered Nurse I	18.99
12312 - Registered Nurse II	23.25
12313 - Registered Nurse II, Specialist	23.25
12314 - Registered Nurse III	28.12
12315 - Registered Nurse III, Anesthetist	28.12
12316 - Registered Nurse IV	33.44
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.22
13011 - Exhibits Specialist I	17.88
13012 - Exhibits Specialist II	21.28
13013 - Exhibits Specialist III	26.31
13041 - Illustrator I	16.40
13042 - Illustrator II	20.22
13043 - Illustrator III	24.72
13047 - Librarian	22.47
13050 - Library Technician	12.99
13071 - Photographer I	12.90
13072 - Photographer II	15.38
13073 - Photographer III	18.66
13074 - Photographer IV	22.83
13075 - Photographer V	28.08
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.87
15030 - Counter Attendant	7.87
15040 - Dry Cleaner	9.33
15070 - Finisher, Flatwork, Machine	7.87
15090 - Presser, Hand	7.87
15100 - Presser, Machine, Drycleaning	7.87
15130 - Presser, Machine, Shirts	7.87
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87
15190 - Sewing Machine Operator	9.86
15220 - Tailor	10.38
15250 - Washer, Machine	8.33
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.03
19040 - Tool and Die Maker	24.06
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.02
21020 - Material Coordinator	16.90
21030 - Material Expediter	16.90
21040 - Material Handling Laborer	10.54
21050 - Order Filler	12.17
21071 - Forklift Operator	11.77
21080 - Production Line Worker (Food Processing)	12.32
21100 - Shipping/Receiving Clerk	12.47
21130 - Shipping Packer	12.47
21140 - Store Worker I	9.42

21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.26
21210 - Tools and Parts Attendant	12.30
21400 - Warehouse Specialist	12.30
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.65
23040 - Aircraft Mechanic Helper	17.01
23050 - Aircraft Quality Control Inspector	22.95
23060 - Aircraft Servicer	19.47
23070 - Aircraft Worker	20.33
23100 - Appliance Mechanic	17.40
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	19.82
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	16.30
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician, Maintenance I	18.38
23182 - Electronics Technician, Maintenance II	20.33
23183 - Electronics Technician, Maintenance III	21.94
23260 - Fabric Worker	16.01
23290 - Fire Alarm System Mechanic	19.04
23310 - Fire Extinguisher Repairer	15.00
23340 - Fuel Distribution System Mechanic	21.02
23370 - General Maintenance Worker	17.02
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.89
23430 - Heavy Equipment Mechanic	19.67
23440 - Heavy Equipment Operator	22.11
23460 - Instrument Mechanic	19.29
23470 - Laborer	11.28
23500 - Locksmith	17.97
23530 - Machinery Maintenance Mechanic	22.36
23550 - Machinist, Maintenance	18.42
23580 - Maintenance Trades Helper	13.30
23640 - Millwright	18.70
23700 - Office Appliance Repairer	18.07
23740 - Painter, Aircraft	16.54
23760 - Painter, Maintenance	16.54
23790 - Pipefitter, Maintenance	18.06
23800 - Plumber, Maintenance	17.34
23820 - Pneudraulic Systems Mechanic	19.04
23850 - Rigger	22.39
23870 - Scale Mechanic	17.02
23890 - Sheet-Metal Worker, Maintenance	19.46
23910 - Small Engine Mechanic	16.93
23930 - Telecommunication Mechanic I	22.00
23931 - Telecommunication Mechanic II	23.96
23950 - Telephone Lineman	22.00
23960 - Welder, Combination, Maintenance	17.87
23965 - Well Driller	19.04
23970 - Woodcraft Worker	19.04
23980 - Woodworker	15.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	14.31
24600 - Chore Aid	8.39
24630 - Homemaker	15.31
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.97
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	25.88
25190 - Ventilation Equipment Tender	15.39
25210 - Water Treatment Plant Operator	20.85
27000 - Protective Service Occupations	
(not set) - Police Officer	25.97

27004 - Alarm Monitor	13.82
27006 - Corrections Officer	23.13
27010 - Court Security Officer	24.02
27040 - Detention Officer	24.02
27070 - Firefighter	24.02
27101 - Guard I	10.53
27102 - Guard II	11.50
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.28
28020 - Hatch Tender	18.28
28030 - Line Handler	18.28
28040 - Stevedore I	15.49
28050 - Stevedore II	19.37
29000 - Technical Occupations	
21150 - Graphic Artist	15.59
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.62
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.85
29024 - Archeological Technician II	16.61
29025 - Archeological Technician III	20.56
29030 - Cartographic Technician	27.00
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.80
29040 - Civil Engineering Technician	22.35
29061 - Drafter I	14.51
29062 - Drafter II	17.30
29063 - Drafter III	24.04
29064 - Drafter IV	24.84
29081 - Engineering Technician I	12.46
29082 - Engineering Technician II	14.87
29083 - Engineering Technician III	18.79
29084 - Engineering Technician IV	21.88
29085 - Engineering Technician V	28.14
29086 - Engineering Technician VI	32.37
29090 - Environmental Technician	18.29
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.77
29210 - Laboratory Technician	17.15
29240 - Mathematical Technician	21.87
29361 - Paralegal/Legal Assistant I	15.78
29362 - Paralegal/Legal Assistant II	20.06
29363 - Paralegal/Legal Assistant III	24.54
29364 - Paralegal/Legal Assistant IV	29.68
29390 - Photooptics Technician	24.00
29480 - Technical Writer	30.28
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.94
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04
29622 - Weather Observer, Upper Air (3)	16.83
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	8.14
31290 - Shuttle Bus Driver	12.32
31300 - Taxi Driver	10.48
31361 - Truckdriver, Light Truck	12.09
31362 - Truckdriver, Medium Truck	15.99
31363 - Truckdriver, Heavy Truck	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	

99020 - Animal Caretaker	9.15
99030 - Cashier	9.07
99041 - Carnival Equipment Operator	13.24
99042 - Carnival Equipment Repairer	14.27
99043 - Carnival Worker	8.73
99050 - Desk Clerk	8.44
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.32
99510 - Recycling Worker	16.95
99610 - Sales Clerk	10.45
99620 - School Crossing Guard (Crosswalk Attendant)	8.31
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	17.56
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.96
99660 - Surveying Aide	11.65
99690 - Swimming Pool Operator	13.99
99720 - Vending Machine Attendant	12.05
99730 - Vending Machine Repairer	15.09
99740 - Vending Machine Repairer Helper	12.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: $2.36 an hour or $94.40 a week or $409.07 a month
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):
1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.
A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All
operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.
** NOTES APPLYING TO THIS WAGE DETERMINATION **
Source of Occupational Title and Descriptions:
The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}
Conformance Process:
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the
request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
&&&&&&&&&&