AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 39

2. CONTRACT *(Proc. Inst. Ident.)* NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
N68936-10-D-0034	27 May 2010	1300001953

5. ISSUED BY	CODE	6. ADMINISTERED BY *(If other than Item 5)*	CODE
CDR NAWCWD CODE 254200D ATTN: B. MONCKTON (760) 939-8234 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	N68936	DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	S0107A

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, state and zip code)*	8. DELIVERY	10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN:	ITEM
TYBRIN CORPORATION JOE JAMES 1030 TITAN CT FORT WALTON BEACH FL 32547-6638	[ ] FOB ORIGIN [X] OTHER *(See below)* 9. DISCOUNT FOR PROMPT PAYMENT		Section G

CODE 1H996	FACILITY CODE

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
See Schedule		DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182264 COLUMBUS OH 43218-2264	HQ0338

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	

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

15G. TOTAL AMOUNT OF CONTRACT **$241,540,417.00**

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				**PART II - CONTRACT CLAUSES**	
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	29 - 38
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 6			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	7	X	J	LIST OF ATTACHMENTS	39
X	D	PACKAGING AND MARKING	8 - 9			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	11 - 12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	13 - 16		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	17 - 28				

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) 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 N68936-09-R-0001-0004 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 OF CONTRACTING OFFICER
	MARY K. JACOBS / PROCURING CONTRACTING OFFICER TEL: (760) 939-6043 EMAIL: mary.jacobs@navy.mil

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ *(Signature of person authorized to sign)*		BY Mary Jacobs *(Signature of Contracting Officer)*	27-May-2010

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:
The following addresses and points of contact are provided:
Name: William T Monckton
Phone: (760) 939-8234
DSN: 437-8234
FAX: (760) 939- 8329
Email address: william.monckton@navy.mil

U.S. Postal Service Mailing Address:
COMMANDER
CODE 254200D (W. MONCKTON – 760-939-8234)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 254200D (W. MONCKTON)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	$135,840,417.00

COMBAT ENVIRONMENT SIMULATION

CPFF

LABOR

In accordance with Performance Work Statement, Attachment (1).

Additional Information:

Labor ceiling based on 1,255,950 man-hour estimate specified in Attachment (3) Level-of-Effort.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300001953

	(b)(4)
MAX COST	
FIXED FEE	
TOTAL MAX COST + FEE	$135,840,417.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Dollars, U.S.	UNDEFINED	$102,000,000.00

COMBAT ENVIRONMENT SIMULATION

COST

ODC - MATERIALS/SUBCONTRACTS

Additional Information: CLIN 0002 ceiling based on Material/Subcontract costs specified in Attachment (3) Level-of-Effort.

FOB: Destination

MAX COST	$102,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		UNDEFINED	Dollars, U.S.	UNDEFINED	$3,700,000.00

COMBAT ENVIRONMENT SIMULATION

COST

ODC - TRAVEL.

Additional Information: CLIN 0003 ceiling based on travel costs specified in Attachment (3) Level-of-Effort.

FOB: Destination

ESTIMATED COST $3,700,000.00

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

DATA

CPFF

Data requirements in accordance with Exhibit A, Contract Data Requirments List. Data requirements will specified on each task order.

NSP - Not Seperately Priced

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is 1,255,950 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	Total Man-Hours
See Attachment (3) Level-of-Effort	1,255,950

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. 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) A 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) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

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

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

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

(e) Term Form Task Orders.

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

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

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

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. 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 under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

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

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

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

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

B NOTE - FIXED FEE

Fixed fee is for work performed under this contract. Fixed fee is earned only under CLIN 0001 for labor-hours expended under authorized task orders. The cumulative fixed fee established in task orders issued hereunder shall not exceed the total fixed fee for the contract unless the contract is modified in writing by the Contracting Officer.

MULTIPLE AWARD LIMITATIONS

The Government's five year acquisition estimate for Combat Environment Simulation is $210,900,000.00. The aggregate value of delivery/task orders competed and issued under the multiple award contracts resulting from Solicitation N68936-09-R-0001 shall not exceed $210,900,000.00 unless modified by the Contracting Officer.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Work under this contract shall be in accordance with the Performance Work Statement entitled "Combat Environment Simulation", provided as Attachment (1) to the contract. Each task order issued under this contract shall include a performance work statement or statement of objectives providing specific scope.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: NAVAIR Contractor Forms.

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(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 5220.22-M.

(b) The contractor shall prominently 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 of sponsoring individual.
(6) Name and address of requiring activity.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.
(2) Part Number (with CAGE Code).
(3) For - the organization/address the material is shipped to.
(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
(5) Project Code number.
(6) Project Directive Line Item (PDLI) Number.
(7) Requisition Serial Number (RSN).
(8) Quantity.
(9) From - the contractor's address shipped from.
(10) Ship to - the shipping address provided in the contract.
(11) Transportation Priority
(12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-MAY-2010 TO 24-MAY-2015	N/A	N/A FOB: Destination	
0002	POP 25-MAY-2010 TO 24-MAY-2015	N/A	N/A FOB: Destination	
0003	POP 25-MAY-2010 TO 24-MAY-2015	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	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 of contract** and shall continue for a **period of 60 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 (NAVAIR) (MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is **$10,000.00.** The five year maximum quantity for the multiple award contracts awarded from Solicitation N68936-09-R-0001 is **$210,900,000.00** unless modified by the Contracting Officer.

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.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)

(a) The Contracting Officer has designated

* NAME: Marc Katra marc.katra@navy.mil
* CODE: 535000D
*MAILING ADDRESS: NAWCWD, 1 Admin Circle Stop 1106, China Lake, CA 93555
*TELEPHONE NUMBER: (760) 939- 5093

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

(b) The duties of the COR are limited to the following: See Attachment (7)

*To be provided at timeof award.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than **bi-weekly** based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the **dollars per hour (based on the fixed fee divided by the level of effort in hours for the delivery/task order)" if a level of effort contract.** Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: WAWF Overview.

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts $100K or greater) or 805-989-3969 (less than $100K) or DFAS via the numbers listed at www.dfas.mil.

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Technical Information and WAWF Training websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE					
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988				
DoDAAC Description	**Located in Block**				
	DD1155 (Destination Acceptance)	**DD1155 (Source/ Origin Acceptance)**	**SF26**	**SF33**	**SF1449**
Issuing Office DoDAAC	6	6	5	7	9
Administrating Office DoDAAC	7	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	6	6	5	7	9
Pay Office DoDAAC	15	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC**, which can be found by entering the contractor's zip code in the Audit Office Locator at http://www.dcaa.mil. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
William Monckton	William.monckton@navy.mil	(760) 939-8234	Contract Specialist
Marc Katra	Marc.katra@navy.mil	(760) 939-5093	C O R

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

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: (b)(6)

G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s):

* Code 220000D, NAVAIRWARCENWPNDIV China Lake

(b) The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no-cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, (IOFSA) Atlanta Field Office, Smyrna, GA is hereby assigned administrative responsibility for safeguarding classified information.

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) (NAVAIR) (OCT 2005)

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.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (OCT 2005)

(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 Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are 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 workweek 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 workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

Note: Work schedules for alternate work sites will be provided, as applicable, on the delivery/task order.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9507 FAIR OPPORTUNITY PROCEDURES (NAVAIR)(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.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms " written" , " mailed" , or " physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9535 TASK ORDERS PROCEDURES (MULTIPLE AWARDS) (NAVAIR) (OCT 2005)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s): **See G-TXT-04.**

The above activity(ies) or individual(s) is/are responsible for soliciting proposals for work under Task Orders, evaluating proposals, issuing Task Orders, and administering any Task Orders placed hereunder. Ordering Officers may negotiate revisions/modifications to Task Orders, but only within the scope of this basic contract (hereinafter "contract"). Ordering Officers have no authority to modify any provision of this contract. Any deviation from the terms of the contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of Task Orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued only by the PCO.

(b) The Government contemplates award of [**Cost Plus Fixed Fee (CPFF) Level-of-Effort**] Task Orders under this contract. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when received by the contractor. No work will be performed and no payment will be made except as authorized by a Task Order.

(c) All costs associated with presentation, and/or discussion of the contractor's Task Order proposal, post award Task Order administration (including applicable personnel cost allocations by Task Order) shall not be a direct charge under the task order unless authorized in the contract or Task Order.

(d) Task Orders may be issued on either a competitive or non-competitive basis in accordance with paragraph (j). Regardless of whether the Task Order is competitive or non-competitive, oral or written proposals/presentations (as considered appropriate in light of the dollar value, complexity, and scope of work for the Task Order) may be required by the Ordering Officer. In addition:

(1) The Government reserves the right to make award based on initial offers.

(2) Task Order award(s) will normally be made to the offeror(s) who is determined, under a "best value" evaluation, to best meet the needs of the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, personnel experience, and cost/price factors.

(3) Offerors are cautioned that in conducting the Task Order evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA

audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(4) The Ordering Officer need not contact each of the multiple awardees under the contract before selecting a Task Order awardee(s), if the Ordering Officer has information available to ensure that each awardee(s) is provided a fair opportunity to be considered for each order.

(5) Contractors are strongly encouraged but are not required, unless otherwise directed by the Ordering Officer, to provide offers on all competitively solicited Task Orders.

(e) The following procedures should apply when issuing Task Orders. The amount and detail of information required in the proposal may vary, depending upon the estimated dollar value, complexity and scope of the work. The Task Order Request For Proposal (TORFP) will detail the degree to which information is required.

(1) Except as provided in e(3), the Ordering Officer shall furnish the contractor with a written TORFP. The TORFP will include the following:

(i) Request for proposal number and title, suggested type of order, and contract number.

(ii) Details of the task, i.e., background of requirement, objective, description of the tasks required to be performed/items to be delivered, delivery schedule/performance period, place and manner of inspection and acceptance, pricing arrangements, and other pertinent information deemed necessary.

(iii) A listing of Government furnished property to be provided to the contractor, if applicable.

(iv) Security classification designated for the task(s) to be performed.

(v) Type of proposal (oral or written) and date when proposals are due, identification of key personnel, option exercise period and option period of performance (if applicable).

(vi) Procedures and criteria for evaluation, if competitive. The Government uses best value source selection methods when competing task orders. The best value source selection methods used for the TORFP's are typically based on technical/management and cost/price with technical/management having greater importance than cost/price.

(vii) A Performance Work Statement (PWS) or Statement of Objectives (SOO), Integrated Project Baseline (IPB) and level-of-effort (LOE) are provided to offerors. Both the IPB and LOE are pricing tools to be used by the Offerors in preparing their cost proposals for the task orders. Any other pertinent information such as drawings, specifications, instructions and manuals are provided or made available as required. The Quality Assurance Surveillance Plans (QASP) contains the performance standards and incentives.

(2) The contractor shall provide the Ordering Officer with the number of copies of the proposal specified by the TORFP. The proposal shall be submitted within the time specified by the TORFP. Proposals received after date and time of proposal due date stated in the TORFP shall not be considered, except under the circumstances set forth in FAR 15.208(b). The proposal shall include information requested by the TORFP, and may include:

(i) Technical and managerial approach to accomplishing the task, to include proposed schedule of performance/completion or delivery dates. Contractor exceptions to the Government SOW and/or Contract Data Requirements List delivery requirements shall be identified, with supporting rationale. This information should support contractor's proposed use of labor categories/man-hours, and the delivery date.

(ii) Total estimated cost/price, proposed type of order, with supporting data (see paragraph (e)(2)(iii) below). All cost data shall be submitted in an electronic format, by **unprotected CD-ROM**. Submissions should be numbered, identified, and cross-referenced into the proposal and compatible with an IBM PC or compatible. The file format will be Microsoft Windows 2003, Microsoft Office 2003, Word 2003 and Excel 2003, or as specified in individual TORFPs. Submitted spreadsheet files shall contain all formulas or equations used to compute proposed amounts. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and disks shall be delivered with write protection. The offeror shall retain one copy for validation purposes.

(iii) A complete cost breakdown including:

(A) estimated number of labor hours by labor classification and proposed billing rates for each end product or task, rationale for the labor categories, and skill levels and number of hours proposed. Resumes of key personnel proposed to perform work will be available for the Ordering Officer to "spot check" without prior notice. Individual TORFPs may require resumes to be included in the proposal.

(B) overtime hours by labor category, including any uncompensated overtime. Uncompensated overtime shall be proposed and evaluated in accordance with the procedures in FAR 52.237-10, "Identification of Uncompensated Overtime".

(C) travel, direct material, and/or other direct costs. If other direct costs are required in accordance with specific task requirements, such costs shall be specified and justified (e.g., whether material obtained competitively and justification if procured sole source; number of trips required and destinations, etc.)

(D) required Government furnished property/materials/data, to include any property/material/data identified in the TORFP to be furnished by the Government.

(E) dollar amount and type of any proposed subcontracts, supported by a breakdown in the same details as delineated above.

(iv) The contractor should explain any deviations from the Schedule of the contract (e.g., hourly rates lower than those established in Section B for time-and-material contracts, a volume discount, lower fixed fee, etc.). Any deviations determined to be acceptable by the Government, will be formalized by a modification to the contract terms and conditions. Any other pertinent information that would assist the Government in making a determination on best value.

(3) In the event of an urgent requirement, the Ordering Officer may contact the contractor by telephone or written communication, including facsimile, requesting a proposal. For urgent requirements, the contractor shall comply with the following:

(i) The contractor shall provide a written proposal, unless oral proposals/presentations are solicited within a period of time as set forth in the TORFP. The contractor's proposal shall be submitted in accordance with the format and time frame set forth in the TORFP.

(ii) The contractor shall not proceed with any work pursuant to this section until he has received a formal Task Order from the Ordering Officer.

(iii) A Task Order issued pursuant to the authority of this subsection shall be considered accepted by the contractor unless rejected in writing within three (3) days after receipt.

(4) If written proposals are required, upon receipt of the proposal the Ordering Officer, in conjunction with the requiring office, shall conduct a technical evaluation in accordance with the evaluation procedures set forth in the TORFP, and enter into such negotiations with the contractor(s) as may be necessary.

(5) If oral proposals are required, the contractor shall orally present the information set forth in subparagraph (e)(2)(i) and (iv) above, except for cost which will be submitted in accordance with subparagraph (e)(2)(ii) and (iii) above. If oral presentations are required, they will be scheduled as the result of both Government and contractor availability, and conducted in accordance with provisions in the TORFP.

(6) The Ordering Officer shall conduct any negotiations necessary to correct or revise any discrepancies in the proposal(s). If Government production and research property is proposed, each offer will be adjusted to include a rental equivalent evaluation factors for each item of such property calculated. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto. Options included in any order will be evaluated in accordance with FAR clause 52.217-5, "Evaluation of Options".

(f) A Task Order shall be issued for each order. Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods. Task Orders shall be consecutively numbered, dated, and in addition to any other data that may be called for in the contract, shall contain the following information, as applicable:

(1) request for proposal number and title;

(2) contract and Task Order number;

(3) applicable contract line item number (CLIN) to include level of effort by labor category (and billing rate if known), quantity and unit price or estimated cost and/or fee;

(4) type of order (e.g., completion, term, FFP);

(5) description of the task to be performed, the end item or service;

(6) period of performance/time of delivery;

(7) place(s) of performance/delivery;

(8) packaging, packing, and shipping instructions, if any;

(9) list of Government furnished property and the estimated value of the property;

(10) total price;

(11) accounting and appropriation data;

(12) the inspecting and accepting office, and the manner in which inspection and acceptance will be carried out;

(13) invoice and payment provisions to the extent not covered by the contract;

(14) method of payment and payment office, if not specified in the contract (see section G of the contract);

(15) Organizational Conflict of Interest provisions;

(16) DD Form 254 (Contract Security Classification);

(17) DD Form 1423 (Contract Data Requirements List); and

(18) any other pertinent information.

(g) For other than fixed price Task Orders, the total estimated dollar amount of each Task Order constitutes a ceiling price for that order. The requirements set forth in Federal Acquisition Regulation [Clause 52.232-22, "Limitation of Funds"] are applicable to individual Task Orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order.

(h) Oral orders may be placed hereunder only in emergency circumstances. Information described in paragraph (f) above shall be furnished to the contractor at the time of placing an oral order, and shall be confirmed by issuance of a written Task Order within thirty (30) working days of the oral order. Unless the Ordering Officer explicitly invokes the authority to place oral orders as provided in this clause, the contractor shall not construe any communication from the Ordering Officer as amounting to the placement of such an order.

(i) Modifications to Task Orders may be issued by the Ordering Officer, and shall include the information set forth in paragraph (f) above, as applicable. Task Orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within [30] working days from the time of the oral communication amending the order.

(j) It is the Government's intent to provide awardees a fair opportunity to be considered for all Task Orders.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in clause 5252.216-9507, "Fair Opportunity Procedures". However, awardees need not be given an opportunity to be considered for a particular Task Order if the Ordering Officer makes a determination in accordance with FAR 16.505(b)(2).

(2) The Ordering Officer's selection decision on each Task Order request shall be final. A protest is not authorized in connection with the issuance, or proposed issuance, of an individual Task Order except for a protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract under which the order is issued.

(3) For this contract, the designated Task Order ombudsman is the Navy Competition Advocate General. The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders in excess of $2,500, consistent with the procedures in the contract.

(4) Contractors are not guaranteed award of equal dollars or number of Task Orders under this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (NAVAIR)(OCT 2006)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Office of Counsel, Code K00000D
Naval Air Warfare Center Weapons Division
1 Administration Circle, Stop 1009
China Lake, California 93555-6100

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)

The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.

NAVAIR™

(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the

products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: https://mynavair.navair.navy.mil/.

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (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 per 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.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(OCT 2006)

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per

Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(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 family friendly 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 (NAVAIR) (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.

5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (NAVAIR) (OCT 2005)

(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 Elements

(i) Contract, Invoice and Control Numbers

(ii) Contractor's Name and Address

(iii) Date of Report

(iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

(i) Delivery order number

(ii) Number of hours and labor categories as awarded in delivery order.

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

(iv) Labor hours, by labor category anticipated to be required for completion of delivery order.

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

(vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.

(vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

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

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer, Code 220000D, and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

5252.242- 9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)(NAVAIR) (FEB 2009)

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: http://www.cpars.csd.disa.mil/cparsmain.htm

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [_X_] or total contract/agreement basis [____] .

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: Code 254200D, NAVAIRWARCENWPNDIV, 429 E. Bowen Rd. Stop 4015, China Lake, CA 93555-6108, (760) 939-6043. mary.jacobs@navy.mil .

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE*							

(2) Government furnished property to be provided under this contract:

Nomenclature/ Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE*						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE*						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE*						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at http://www.dtic.mil/whs/directives under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) 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, property shall be provided at the order level.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
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	SEP 2006
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	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	APR 2008
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
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	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-1	Buy American Act--Supplies	FEB 2009
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	JUL 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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
252.227-7037	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 and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7002	Earned Value Management System	APR 2008
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
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 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.

52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

[ ] Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/ .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [_____] assigned to contract number [_____].

[Contractor to sign and date and insert authorized signer's name and title].

_____ _____

Signature Date

_____ _____

Signer's Printed Name Signer's Title

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.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.244-2 SUBCONTRACTS (JUN 2007) – ALT I (JUN 2007)

(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) 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 (c) or (d) of this clause.

(c) 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.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: As required for the Task Order(s), purchases valued at greater than $10,000.00.

(e)(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 (b), (c), or (d) 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) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) 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.

(g) 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).

(h) 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.

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the

Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:
Contractor's Billing Address [include point of contact and telephone number]:
Government Remittance Address [include point of contact and telephone number]:

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	18	19-MAY-2010
Attachment (1)	Combat Environment Simulation Performance Work Statement (PWS)	10	26-MAR-2009
Attachment (2)	Key Personnel	1	26-MAR-2009
Attachment (3)	Level-of-Effort	6	29-APR-2008
Attachment (4)	DD254 - Contract Security Classification Specification	29	24-MAY-2010
Attachment (5)	Quality Assurance Surveillance Plan	9	28-SEP-2009
Attachment (6)	Individual Subcontract Plan	7	14-APR-2010
Attachment (7)	Contracting Officer's Representative Duties	1	17-MAY-2010

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP CMAN TM OTHER: CMAN

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	TECHNICAL DATA PACKAGE	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-CMAN-80776	PWS Para 3.2.2.3	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: SESS

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A002	TEST PLAN/TEST PROCEDURE	Quality Assurance, Inspection and Test Planning

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-SESS-81704	PWS Para 3.2.2.6	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A		N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: ILSS

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	TRAINING MATERIALS	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ILSS-80872	PWS Para 3.2.2.3	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	~~0~~	1	~~0~~
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MISC

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	TECHNICAL REPORT – STUDY/SERVICES	See Blk 16

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508B	PWS Para 3.2.1.1, 3.2.1.3, 3.2.1.4, 3.2.1.5, 3.2.1.6, 3.2.1.10. 3.2.1.11, 3.2.2.3, 3.2.2.5, 3.2.2.6, 3.2.2.9, 4.1.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	SEE BLK 16

Block 16 Remarks

Block 3: Shall include, but not be limited to, the following:
Test Data/Test Reports/Analysis Reports
Performance Specifications
Maintenance Manuals
Joint National Training Capability (JNTC) Documentation
Program Schedules & Milestones
Annual Reports
Software Analysis Reports
Software Trouble Reports

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: IPSC

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	COMPUTER SOFTWARE PRODUCT	SOURCE CODE & DOCUMENTATION

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-IPSC-81488	SOW Para 3.2.1.10, 3.2.2.3, 4.1.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Rsg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: IPSC

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A006	SOFTWARE USER MANUAL	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-IPSC-81443A	PWS Para 3.2.1.3, 3.2.2.3, 4.1.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A		N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: IPSC

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A007	COMPUTER OPERATION MANUAL	Operation Manuals

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-IPSC-81446A	PWS Para 3.2.1.1, 3.2.1.3, 3.2.1.4, 3.2.1.5	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: CMAN

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A008	ENGINEERING CHANGES	ECP/NOR/RFD

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
SEE BLK 16	PWS Para 3.2.2.5, 4.1.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as the following DIDs is used for guidance.
DI-CMAN-80639C – ENGINEERING CHANGE PROPOSALS (ECP)
DI-CMAN-80640C – REQUEST FOR DEVIATION (RFD)
DI-CMAN-80642C – NOTICE OF REVISION (NOR)

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: SESS

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A009	CONCEPTUAL DESIGN DRAWINGS/MODELS	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-SESS-81001D	PWS Para 3.2.1.1, 3.2.1.3, 3.2.1.4, 3.2.1.5	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: DRPR

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00A	ENGINEERING DOCUMENTATION PRODUCT DRAWINGS, MODIFIED	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-DRPR-81681	PWS Para 3.2.1.1, 3.2.1.3, 3.2.1.4, 3.2.1.5	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: ILSS

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00B	MAINTENANCE SUPPORT PLAN	Maintenance Planning

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ILSS-81225	PWS Para 3.2.2.3	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00C	CONTRACT WORK BREAKDOWN STRUCTURE	Earned Value

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-81334C	PWS Para 3.2.2.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	MTHLY	45 DARO
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	EOM +10

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00D	CONTRACT FUNDS STATUS REPORT (CFSR)	Earned Value

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-81468	PWS Para 3.2.2.7	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	MTHLY	45 DARO

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	EOM + 10

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: CMAN

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00E	CONFIGURATION STATUS ACCOUNTING INFORMATION	Data Management

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-CMAN-81253A	PWS Para 3.2.2.8	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ASREQ	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	SEE BLK 16

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D		LTR	ONLY
15. TOTAL →	0	2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES)	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00F	CONTRACTOR'S PROGRESS, MANGEMENT AND STATUS REPORT	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80227	PWS Para 4.1.7, 4.2	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	MTHLY	45 DARO
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		EOM	EOM + 10

Block 16 Remarks

Block 4: May be in contractor format as long as DID is used for guidance. Tailor the DID to include Conference Agendas, Conference Minutes, Trip and Travel Reports.

Block 9: Distribution Statement will be provided by Government prior to first submittal.

Blocks 12 & 13: Shall be delivered IAW individual TOs.

Block 14: Shall be delivered in a format agreed upon by both Government and Contractor prior to 1st submittal.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D	0	1	0
15. TOTAL →	0	3	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES) I	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00G	OPERATIONS SECURITY (OPSEC) PLAN	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80934A	PWS PARA 4.1.5.1	NAVAIRWD CODE 53520MD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	SEE BLK 16	ONE/R	SEE BLK 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A	B	N/A	SEE BLK 16

Block 16 Remarks

Block 4: Delete references to DI-MGMT-80934A. Instead use the definition of sensitive information given in Public Law 100-235 use National Security Decision Directive (NSDD) 298 for the concept of Operations Security.

Block 5: See DD254 para 11j.

Block 9: Distribution Statement B: Distribution authorized to U.S. Government agencies only. Proprietary Information, 21 Feb 2003. Other requests for this document shall be referred to Naval Air Warfare Center, Aircraft Division, 7.4.3, 22514 McCoy Road, UNIT 10, Patuxent River, MD 20670-1457.

Block 12 & 13: Preliminary draft OPSEC Plan due 90 DA contract award in MS Word 6.0 (or later) on Compact Disc and hard copy to Commander, Attn: 7.4.3 B463 UNIT 10, 22514 McCoy Road, UNIT 10, Patuxent River, MD 20670-1457. Final plan due 45 DA Government approval (NAWCAD 7.4.3) OF DRAFT. (Revisions as required after approval of final plan only to comply with Government Data Protection Policy Documents revision.)

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D	0	1	0
15. TOTAL →	0	3	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

DD Form 1423-1, 1 Jun 90

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information, Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contract Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY		
	A	TDP _____	TM _____	OTHER MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES) I	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00H	STATUS REPORT	Information Technology Personnel Security Report for NAVAIR Security

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368A (see block 16)	PWS PARA 4.1.5	NAVAIRWD CODE 53520MD

7. DD250 REQUIRED	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT	D	See Block 16	30 DACA	

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	O	SEE BLOCK 16

16. REMARKS

Block 4: Digital media to be in IBM compatible Microsoft Excel 2000 or later format.
Contractor to submit IT Personnel Security Report for all employees requiring access to Government IT systems. Ensure that only the following information is included:
User's Last Name; First Name; MI; Suffix; Exact Sigma User Name (if none – leave blank); Employee Type: Civ/Mil/CSS/FN; Contract No.; Customer AIR/PMA/PEO Code; Org: Hdqtrs/NAWC/NATEC, etc.; Duty Location; Work Email Address; IA Training Date (Verified by Transcript); Date of User Signature (SAAR Blk 12); Type of Investigation (SAAR Blk 28); Date Investigation Finalized (SAAR Blk 28a); Date Interim IT Level Designation (Stamp) Granted (SAAR Blk 28c) *--do not put pending*; Highest IT Level (SAAR Blk 28c); Date Security Verified Clearance/Investigation (SAAR Blk 32); Date COR Signature (SAAR Blk 19); COR Name (SAAR Blk 20); COR Email; Date Rec'd Sigma Customer Support Ctr.; Date System Access Granted & COR Notified; Date System Access No Longer Required; N-ERP IT System (if applic., put N-ERP); Other IT System/s *(separate by comma's)*; Company Name, **SS# (only for NAVAIR Security)**
Block 9: Distribution Statement D
Distribution authorized to the Department of Defense and U.S. DoD contractors only due to Administrative and Operational Use as of 17 May, 2010. Other requests for this document shall be referred to Threats and Target System Department 530000E.
Block 10: Updated report required within (30) days of gain or loss of employee(s) that have or will access Government IT systems
Block 13: Subsequent reports due (365) days after first report
Block 14: Electronic Encrypted Copy shall be provided
Note: Send Spreadsheet report only to NAVAIR Security.

a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D	0	1	0
AIR/AD 7.4.1	0	1	0
15. TOTAL	0	4	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

Privacy Act Notice

This spreadsheet will contain Privacy Act Data information upon completion which shall be safeguarded in accordance with the Privacy Act of 1975. Electronic transmittal of the spreadsheet to the NAVAIR Security office (as required by the CDRL) shall be encrypted. The contractor assumes all liability for loss or inadvertent release of information if this data is transmitted by any other means, is released by the contractor to any other parties, or if the data is compromised via storage on the contractor's computer system.

Information Technology Personnel Security Report for NAVAIR Security

Note: This spreadsheet will contain Privacy Act information and must be safeguarded in accordance with the Privacy Act of 1975.

User's Last Name	First Name	MI	Suffix	Exact Sigma User Name* (If none -- leave blank)	Employee Type: Civ / Mil / CSS / FN	Contract No.	Customer AIR/PMA/PEO Code	Org: Hdqtrs/ NAWC / NATEC, etc	Duty Location	Work email address	IA Training Date (Verified by Transcript)	Date of User Signature (SAAR Block 12)
Example: Smith	*John*	*A*	*Jr*	*SmithJA*	*CSS*	N68936-06-D-0478		*NAWCWD*	*China Lake*	*John.Smith.CTR@navy.mil*	*4/25/2007*	*4/25/2007*

* to find Sigma user Name on Sigma Website:
go to https://sigma.navair.navy.mil/ & under "What's New" section, click on Sigma User Name Spreadsheet

Information Technology Personnel Security Report for NAVAIR Security

Note: This spreadsheet will contain Privacy Act information and must be safeguarded in accordance with the Privacy Act of 1975.

Type of Investigation (SAAR Blk 28)	Date Investigation Finalized (SAAR Blk 28a)	Date Interim IT Level Designation (Stamp) Granted (SAAR Blk 28c)-*do not put pending*	Highest IT Level SAAR Blk 28c	Date Security Verified Clearance / Investigation (BKL 32)	Date of COR Signature on SAAR (Blk 19)	COR Name (Blk 20)	COR Email	Date Rec'd Sigma Customer Support Ctr	Date System Access Granted COR Notified	Date System Access No Longer Required	N-ERP IT System (If appli., put N-ERP)	Other IT System/s *(separate IT system by comma's)*	Company Name
NACLC	*12/25/2005*		*3*	*5/3/2007*	*5/1/2007*	*Joe Navy*	*Joseph.Navy@navy.mil*				*N-ERP*	*EDA, NOD*	*XYZ*

Information Technology Personnel Security Report for NAVAIR Security

Note: This spreadsheet will contain Privacy Act information and must be safeguarded in accordance with the Privacy Act of 1975.

Duty Location	Company Code	Emp
NAVAIR HQ Patuxent River, MD	HQ	Civ
NAVAIR HQ North Island, CA	TSD	Mil
NAVAIR HQ China Lake, CA	NAPRA	CSS
NAVAIR HQ Jacksonville, FL	NATEC	FN
NAVAIR HQ Lakehurst, NJ	NAWCAD	
NAVAIR HQ Pt Mugu, CA	NAWCWD	
NAPRA Atsugi, Japan	Non NAVAIR	
NAWCTSD Orlando, FL		
NATEC North Island, CA		
NAWCAD Patuxent River, MD		
NAWCWD China Lake, CA		
NAWCWD Pt Mugu, CA		
NAWCAD Lakehurst, NJ		

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information, Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contract Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY		
	A	TDP _____	TM _____	OTHER MGMT

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
COMBAT ENVIRONMENT SIMULATION (CES) I	N68036-10-D-0034	TYBRIN CORPORATION

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A00J	STATUS REPORT	Information Technology Personnel Security Report for COR

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368A (see block 16)	PWS PARA 4.1.5	NAVAIRWD CODE 53520MD

7. DD250 REQUIRED	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
LT	D	See Block 16	30 DACA	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	O	See Block 16

16. REMARKS

Block 4: Digital media to be in IBM compatible Microsoft Excel 2000 or later format.
Contractor to submit IT Personnel Security Report for all employees requiring access to Government IT systems. Ensure that only the following information is included:
User's Last Name; First Name; MI; Suffix; Exact Sigma User Name (if none – leave blank); Employee Type: Civ/Mil/CSS/FN; Contract No.; Customer AIR/PMA/PEO Code; Org: Hdqtrs/NAWC/NATEC, etc.; Duty Location; Work Email Address; IA Training Date (Verified by Transcript); Date of User Signature (SAAR Blk 12); Type of Investigation (SAAR Blk 28); Date Investigation Finalized (SAAR Blk 28a); Date Interim IT Level Designation (Stamp) Granted (SAAR Blk 28c) *--do not put pending*; Highest IT Level (SAAR Blk 28c); Date Security Verified Clearance/Investigation (SAAR Blk 32); Date COR Signature (SAAR Blk 19); COR Name (SAAR Blk 20); COR Email; Date Rec'd Sigma Customer Support Ctr.; Date System Access Granted & COR Notified; Date System Access No Longer Required; N-ERP IT System (if applic. Put N-ERP), Other IT System/s *(separate by comma's)*; Company Name.
Block 9: Distribution Statement D
Distribution authorized to the Department of Defense and U.S. DoD contractors only due to Administrative and Operational Use as of 17 May, 2010. Other requests for this document shall be referred to Threats and Target System Department 530000E.
Block 10: Updated report required within (30) days of gain or loss of employee(s) that have or will access Government IT systems
Block 13: Subsequent reports due (365) days after first report
Block 14: Electronic Encrypted Copy shall be provided

a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
Code 535000D	0	1	0
Code 531300D	0	1	0
Code 220000D	0	1	0
15. TOTAL	0	3	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	100517	Deborah Moore DRRB Chairperson	100519

Information Technology Personnel Security Report for the COR

User's Last Name	First Name	MI	Suffix	Exact Sigma User Name* (If none -- leave blank)	Employee Type: Civ / Mil / CSS / FN	Contract No.	Customer AIR/PMA/PEO Code	Org: Hdqtrs/ NAWC / NATEC, etc	Duty Location	Work email address	IA Training Date (Verified by Transcript)	Date of User Signature (SAAR Block 12)
Example: Smith	*John*	*A*	*Jr*	*SmithJA*	*CSS*	N68936-06-D-0478		*NAWCWD*	*China Lake*	*John.Smith.CTR@navy.mil*	*4/25/2007*	*4/25/2007*

* to find Sigma user Name on Sigma Website:
go to **https://sigma.navair.navy.mil/** & under "What's New" section, click on Sigma User Name Spreadsheet

Information Technology Personnel Security Report for the COR

Type of Investigation (SAAR Blk 28)	Date Investigation Finalized (SAAR Blk 28a)	Date Interim IT Level Designation (Stamp) Granted (SAAR Blk 28c)-*do not put pending*	Highest IT Level SAAR Blk 28c	Date Security Verified Clearance/Investigation (BKL 32)	Date of COR Signature on SAAR (Blk 19)	COR Name (Blk 20)	COR Email	Date Rec'd Sigma Customer Support Ctr	Date System Access Granted and COR Notified	Date System Access No Longer Required	N-ERP IT System (If applic., put N-ERP)	Other IT System/s *(separate IT system by comma's)*
NACLC	*12/25/2005*		*3*	*5/3/2007*	*5/1/2007*	*Joe Navy*	*Joseph.Navy@navy.mil*				*N-ERP*	*EDA, NOD*

Information Technology Personnel Security Report for the COR

Company Name
XYZ

Duty Location	Company Code	Emp
NAVAIR HQ Patuxent River, MD	HQ	Civ
NAVAIR HQ North Island, CA	TSD	Mil
NAVAIR HQ China Lake, CA	NAPRA	CSS
NAVAIR HQ Jacksonville, FL	NATEC	FN
NAVAIR HQ Lakehurst, NJ	NAWCAD	
NAVAIR HQ Pt Mugu, CA	NAWCWD	
NAPRA Atsugi, Japan	Non NAVAIR	
NAWCTSD Orlando, FL		
NATEC North Island, CA		
NAWCAD Patuxent River, MD		
NAWCWD China Lake, CA		
NAWCWD Pt Mugu, CA		
NAWCAD Lakehurst, NJ		

COMBAT ENVIRONMENT SIMULATION
(CES) III
PERFORMANCE WORK STATEMENT (PWS)

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

CODE 535000D

1.0 SCOPE. This PWS defines the effort required for the design, engineering development, fabrication, procurement, integration, testing, training and managing of radar and pod instrumentation systems, Electro-Optic (EO), Infra-Red (IR), Millimeter Wave (MW), Ultra-Violet (UV), Laser, Command, Control, Communication, Computers, Intelligence, Surveillance, and Reconnaissance (C^4ISR) Threat Simulator systems, manned and unmanned airborne participants, high-energy laser and high-power Radio Frequency (RF) directed energy, Network-Centric systems and components, Advanced Air Defense technological concepts, Information Assurance and Operations, Artificial Intelligence, Improvised Explosive Device (IED), man-portable air defense systems (MANPADS) Asymmetric Warfare and Battlespace environment. This PWS covers systems engineering, technical and management support services to DoD and Foreign Training and Test and Evaluation (T&T) ranges, which hereafter will be referred to as ranges which require the aforementioned services from the Combat Environment Simulation (CES) Division (535000D) and Airborne Threat Simulation (ATS) Division (534000E) at the Naval Air Warfare Center Weapons Division (NAWCWD). For a list of DoD and Foreign ranges, please refer to Appendix A.

1.1 Background. The CES and ATS Divisions have been assigned the responsibility, by the Naval Air Systems Command (NAVAIR), to design, develop, fabricate, procure hardware and software, integrate simulators, manned and unmanned airborne participants, radars, and radar subsystems capable of operation in the Network-Centric Warfare and Battlespace environments, which encompasses the C^4ISR elements.

Many of the products that the contractor delivers are turn-key systems for a T&T range. While there is an excellent teamwork relationship between the contractor and the government, it is the contractor's responsibility to deliver a successful system. The system often includes procurement of Commercial-Off-The-Shelf (COTS) and specialized subsystems. A threat simulator might include a pedestal from one manufacturer, an antenna from another, and the transmitter from a third. Additionally there would be hundreds of individual components with the entire simulator designed, integrated, tested, and installed by the contractor. Thus it is critical for the contractor to not only have highly qualified employees, but also have the necessary infrastructure to procure and assume responsibility for major subsystems and components.

2.0 APPLICABLE DOCUMETS.

2.1 Clinger-Cohen Act: This clause is required in all Information Technology (IT) procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's Chief Information Officer (CIO) to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.2 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.3 Information Assurance (IA): This is required on all DON Contracts.

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DoN. DoN CIO is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

"All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

All IT procured on behalf of NAVAIR shall meet all DoD/DoN and NAVAIR IA polices. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS (spell out) and other DoN, DoD and Joint Networks. These IA policies are standard across the DoD and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contracts, regardless of the level of data processed shall be operated and in accordance the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DoD 8500.2 IA implementation controls, is subject to validation scanning, and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DoD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;

B. Extent of Validation Scanning. To prevent scanning of "corporate" assets, all such networks, equipment and connections shall be physically segregated from any government/contractor "corporate" networks that are not in direct support of DoD contracts;

C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;

D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;

E. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to

comply with the signed MOA shall be grounds for disconnection from the network.

3.0 REQUIREMENTS.

3.1 General. The work required by this contract shall be performed in accordance with individual Task Orders (TO), Integrated Product Baselines (IPB), and this PWS. The contractor shall design, develop, fabricate, analyze, augment, acquire, install, integrate, and test network-centric warfare systems designed to provide a dense, realistic, electromagnetic environment to be used by the Defense community for weapon systems development, real-time aircrew tactical training, test and evaluation of defense suppression systems, electronic warfare (EW) systems, electronic countermeasures (ECM) equipment, electronic counter-countermeasures (ECCM) equipment and radar systems in accordance with the detailed requirements in paragraph 3.2.1. The contractor shall provide program management, human engineering management, and logistic and repair support in accordance with the detailed requirements in paragraph 3.2.2.

The contractor's efforts will apply to fixed and moving ground targets, sea, and air targets, multi-lateration and GPS-based instrumentation pods, threat emitters, directed energy systems, IED, MANPADS, integrated hardware/software systems and environments and hostile equipment modeled entirely in software.

3.2 Detail Tasks.

3.2.1 Design, Engineering, Fabrication and Test.

3.2.1.1 Hardware Systems. The contractor shall design, develop, fabricate, augment, acquire, install, integrate, and test hardware systems with/without requirements for embedded software controllers or software simulations. This effort applies to electromagnetic threat emitters or receivers. The contractor shall provide performance specifications, maintenance manual, operation manuals, conceptual drawings, and modification drawings.

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

3.2.1.3 Software Simulations and Products. The contractor shall design, develop, build, augment, install, integrate, and test software simulations and range related software products. The contractor shall also design, develop, build, augment, install, integrate, and test modifications or block upgrades to existing software simulations and existing software assets. These simulations or software products will be installed on existing range equipment, new range equipment, or equipment not installed on a specific range but located at other facilities such as software support facilities, debrief centers, laboratories, research facilities, or office facilities. These software efforts will require fabrication and installation of new mission and project specific computer systems, peripherals, commercial software packages and licenses, interfaces, and software storage media that will be integrated into the existing range assets. The contractor shall provide performance specifications, software user manuals, operation manuals, conceptual drawings, and modification drawings.

3.2.1.4 New Equipment. The contractor shall procure, design, develop, acquire, and build simulators, stimulators and test equipment, which supports range assets and infrastructure. The Range support assets and infrastructure include 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. The contractor shall provide performance specifications, maintenance manual, operation manuals, conceptual drawings, and modification drawings.

3.2.1.5 CES and Electronic Warfare (EW). The contractor shall design, develop, build, and test modifications of range combat environment systems, which include EW systems, simulators, stimulators, IED, counter IED, MANPADS, 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. 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. The contractor shall provide performance specifications, maintenance manual, operation manuals, conceptual drawings, and modification drawings.

3.2.1.6 Joint National Training Capability (JNTC). The JNTC uses a mix of live, virtual, and constructive models and simulations in an integrated network of over 33 established training sites to provide the most realistic collective joint mission experience possible. The long-term mission of this initiative is to incorporate service branches and multinational coalition partners. The goal is to have the capability to train any audience by linking command and control, training facilities, ranges, and simulation centers throughout the world. The contractor shall provide 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 The contractor shall provide plans, which include program objectives, milestones, man loading, costs, product documentation, and reporting requirements. The contractor shall provide detailed analysis of intelligence data on the foreign system to be simulated. The contractor shall provide translation of threat system characteristics, performance and parameters to simulator design. The contractor shall prepare design, development and procurement specifications for threat simulator hardware systems, subsystems, components and software.

3.2.1.7 Network-Centric Warfare Environment. The contractor shall design, develop, fabricate, procure, assemble, integrate, test, and validate EO, IR, MW and Laser information assurance and operations, Artificial Intelligence, Neural Networks, and Command, Control, and Communications (C^3) systems, Threat Simulators and Stimulators into the Network-Centric Warfare environment.

3.2.1.8 Modification, Upgrade and repair. The contractor shall modify, upgrade and repair the hardware and the software of the Network-Centric Warfare elements mentioned in paragraph 3.2.1.7.

3.2.1.9 Software Engineering. The contractor shall provide software engineering analysis, design, coding, testing, integration, installation testing, and site acceptance testing to all the ranges requiring the use of Test and Training Enabling Architecture (TENA), Distributive Interactive Simulation (DIS), and High Level Architecture (HLA).

3.2.1.10 Software Development, Modification, and Maintenance. The contractor shall develop and modify software that is real-time, event-driven, time constrained, and multi-tasking to be used to sense and control external devices; real-time graphical presentation of range operations and exercise event information; software for scientific and technical applications, which include real-time digital signal processing, real-time graphics, real-time radar control, target tracking algorithms, and communication systems; software tools which include drivers, integration and verification, simulators, and data reduction and analysis; software that is distributed processing through shared or dedicated communication channels; and software that corrects and enhances existing code and provides new interfaces. The contractor shall provide full programming capabilities that include software problem report submittal/analysis, software maintenance, upgrade, modernization, loading and distribution. The programming languages, operating systems, and development platforms will be specified by TO. The Contractor shall perform this task on Government Furnished Equipment (GFE) which will host all source code developed, procured, or licensed.

3.2.1.10.1 Software Engineering Processes. When specified by the TO, the contractor shall use the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) processes to identify and to implement goal-targeted methods of software acquisition and development; to acquire software intensive systems including cost and schedule estimates, life cycle management planning, and deliverable documents evaluation; and to analyze 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. A minimum CMMI Level 2 is required or a Government approved risk mitigation alternative to CMMI Level 2.

3.2.1.11 CES Program Management. The contractor shall provide identification of tasks and milestones to include the layout and scheduling of required engineering processes. The contractor shall provide plans, which include program objectives, milestones, man loading, costs, product documentation, and reporting requirements. The contractor shall prepare design, development and procurement specifications for threat simulator hardware systems, subsystems, components and software.

3.2.1.12 External Programs. The contractor shall provide in-sight into P5 and Tactical Combat Training Systems (TCTS) contractor's design, development, testing, documentation, and software overview; architectural

distributive interface concepts; non-high activity participant interface design, building and testing; and red/black security boundary separation design and implementation at interfaces that require red/black separation.

3.2.1.13 Test and Training Enabling Architecture (TENA). The contractor shall provide TENA gateways and embed TENA Logical Range Object Models (LROMs) and TENA native software into range systems for distributing data to geographic locations participating in joint training, exercises, JNTC, Battlespace, Network Centric, and Time Critical Strike training. The contractor shall develop range integration applications such as the TENA software applications, range instrumentation for data collection, processing, and presentation, and communications systems.

3.2.1.14 Interfaces. The contractor shall provide Distributive Interactive Simulation (DIS) and High Level Architecture (HLA) interfaces into range systems for data interface with virtual and constructive systems and subsystems such as virtual weapons simulations and aircraft cockpit simulators to support distributed mission concepts, demonstrations, and exercises.

3.2.1.15 Directed Energy Weapons. The contractor shall assess existing techniques to determine vulnerability of test target subsystems to high power energy irradiation; developmental, operational, and live fire lethality of high power energy; test target subsystems protection techniques to high power energy; and shortcomings that may detract the military utility of directed energy technology.

3.2.2 Management, Logistics, and Repair Support.

3.2.2.1 Operation and Maintenance. The contractor shall operate and maintain existing range depot spares program that include simulator assets, range infrastructure assets, and auxiliary assets required in support of range operations. In addition to ranges, the contractor shall provide the same support at equipment maintenance facilities, software support facilities, debrief centers, laboratories, research facilities, or office facilities. If specified in the individual TO, the contractor shall procure, fabricate and install 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.

3.2.2.2 Pod Instrumentation Repair. The contractor shall provide in-plant and on-site diagnosis, repair, logistics and engineering to Global Positioning System (GPS)-Based Range Instrumentation Equipment (BRIE). This shall include the design, development, manufacturing, installation and integration of all components required to repair the hardware and software; replacement of obsolete system components; provide replacement spares for equipment determined to be beyond economical repair; and establish and maintain on-site parts kits. The contractor shall provide support for GPS-based unmanned airborne systems and instrumentation.

3.2.2.3 Integrated Logistics Support. The contractor shall implement an Integrated Logistics Support Program which 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. The contractor shall provide analysis reports, technical data packages; performance specifications, maintenance manual, software user manual, computer software product, common or peculiar support equipment, spare and repair parts, consumables, and equipment packaging and handling material.

3.2.2.4 Reliability and Maintainability. The contractor shall implement a Reliability and Maintainability Program. Specific efforts shall include reliability and availability predictions, maintainability analyses, failure analyses, and system modifications to improve availability.

3.2.2.5 Configuration Management. The contractor shall implement a Configuration Management Program. Specific efforts shall include configuration status accounting, Engineering Change Proposals (ECP), Software Trouble Reports (STR), Notice Of revisions (NOR), Requests For deviation (RFD), change control management and documentation, library management including provision for off-site libraries, configuration audits, and baseline control and maintenance.

3.2.2.6 Quality Assurance. The contractor shall implement a Quality Assurance Program. Specific efforts shall include inspection and test planning, conduct of inspections and tests, process validation and verification, software code walkthroughs, and requirements traceability analyses.

3.2.2.7 Earned Value. The contractor shall implement an Earned Value Program. Specific efforts shall include 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.

3.2.2.8 Data Management. The contractor shall implement a Data Management Program. Specific efforts shall include data base design, data entry and maintenance, data library maintenance, data revision tracking, status accounting, and classified document control. As part of the data library maintenance, the Contractor shall maintain electronic media of all software developed, procured, or licensed, Original Equipment Manufacturer (OEM) documentation, licenses, and upgrades.

3.2.2.9 Engineering Management. The contractor shall provide Engineering Management support that consists of: providing information and training on any new hardware and/or software modification or design; undertaking studies and investigations related to range performance and potential performance improvements, annual reports, audits of commercial activity studies, reviewing, analyzing, testing and documenting changes or the impact to range instrumentation caused by hardware and/or software failures or the non-availability of parts as established in the hardware configuration baseline.

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 TO.

4.1.1 Contractor Facilities. 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 TO.

4.1.2 CES Facilities. 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 DoD/Foreign Facilities. The contractor shall perform specified tasks (such as installation, integration, and testing) at various DoD locations, foreign range locations, or subcontractor and vendor facilities. Appendix A provides a list of potential range work locations.

4.1.4 Shelters. 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 Information Assurance and Personnel Security Requirements. (a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dated 17 May 2007 or latest version thereof, available through the Procuring Contracting Officer (PCO) [or provided as an attachment]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, available through the Procuring Contracting Officer (PCO) [or provided as an attachment], Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3) [Form provided as an attachment]. The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with the COR and Command Personnel Security, AIR-7.4, regarding procedures for IT Positions Process for Contractors.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRLs A00H, and A00J. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

4.1.5.1 Security and Classified Material Handling. The Contractor shall provide for the security of the information, hardware, and software in accordance with Chapter 5, DoD 5220.22-M, dated February 28, 2006. Technical documentation classification and marking shall be in accordance with Chapter 4, DoD 5220.22-M, dated February 28, 2006. Distribution Statements on Technical Documents shall be in accordance with Section 4, Chapter 5, DoD 5220.22-M, dated February 28, 2006. Visits and meetings related to classified material shall be in accordance with Chapter 6, DoD 5220.22-M, dated February 28, 2006. Prime Contractor responsibilities toward sub-contractors, when dealing with classified material, shall be in accordance with Chapter 7, DoD 5220.22-M, dated February 28, 2006. The Contractor, when dealing with Information System Security, shall comply with Chapter 8, DoD 5220.22-M, dated February 28, 2006. The Contractor, when dealing with Communications Security, shall comply with Section 4, Chapter 9, DoD 5220.22-M, dated February 28, 2006. If applicable, the Contractor shall follow the guidelines in Appendix 1, Enclosure 3, of DoD 5205.02-M, dated November 3, 2008, to develop methods to ensure Operational Security (OPSEC) measures in controlling access to unclassified information that could be considered mission/program sensitive. Unclassified technical information shall be protected form disclosure to unauthorized personnel, and can only be release in accordance with DoD Directive 5230.09, dated August 22, 2008.

4.1.6 Material. The contractor will be required to procure material. The Government estimates material to consist of the material called out in applicable Integrated Project Baselines (IPB's) applicable to each TO.

4.1.7 Data. The contractor shall be required to provide production drawings, conceptual drawings, user manuals, maintenance manuals, performance specifications, computer software product, software user manual, maintenance manual, Engineering Change Management (ECPs, NORs, RFDs), Contractor's Progress, Status CDRL, Monthly Management Report, Conference Agendas, Conference Minutes, source code, source code documentation and any other documentation required for configuration management baseline changes.

4.2 Travel. 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, and messing are the only services available. The Contractor shall be required to submit Conference Agendas, Conference Minutes, and travel reports.

5.0 ACRONYMS.

C^3 Command, Control, and Communications
C^4ISR: Command, Control, Communication, Computers, Intelligence, Surveillance, and Reconnaissance
CAMIS: Commercial Activities Management Information System
CCA: Clinger-Cohen Act
CDRL – Contract Data Requirments List
CES: Combat Environment Simulation
CM: Configuration Management
CMMI: Capability Maturity Model-Integrated
COMSEC: Communication Security
COTS: Commercial-Off-The-Shelf
DIS: Distributive Interactive Simulation
ECP: Engineering Change Proposal
EO: Electro-Optic
EW: Electronic Warfare
GPS: Global Positioning System
GPS-BRIE: GPS-Based Range Instrumentation Equipment
HLA: High Level Architecture
IA: Information Assurance
IED: Improvised Explosive Device
IPB: Integrated Product Baseline
IR: Infra-Red
IT: Information technology
JFCOM: Joint Forces Command
JNTC: Joint National Training Capability
LROMs: Logical Range Object Models
MANPADS: Man-Portable Air Defense Systems
MOA: Memorandum Of Agreement
MW: Millimeter Wave
NOR: Notice Of Revision
OEM: Original Equipment Manufacturer
PWS: Performance Work Statement
RAP: Radar acquisition Program
RF: Radio Frequency
RFD: Request For Deviation
SEI: Software Engineering Institute
SPR: Software Problem Reports
STR: Software Trouble Reports
T&E: Test and Evaluation
T&T: Training, Test and Evaluation
TACTS: Tactical Aircrew Combat Training Systems
TCTS: Tactical Combat Training Systems
TENA: Test and Training Enabling Architecture
TO: Task Order
TSPI: Time Space Position Information.
UV: Ultra-Violet
WBS: Work Breakdown Structure

Appendix A
Potential sites for CES and ATS Range work

The following list identifies potential sites for CES and ATS 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	MCAS Yuma, AZ	NAWCAD Patuxent River, MD
NAS Oceana, Virginia Beach, VA Dare County VA Capes	MCAGCC Twenty-nine Palms, CA	Eielson AFB, AK
Southern California Offshore Range (SCORE)	San Clemente Island	San Nicolas Island
NAS North Island, San Diego	NAS Whidbey Island, WA	Utah Test and Training Range, UT
	NAS Fallon, NV	White Sands Missile Range, NM
Langley AFB, VA	NAS Savannah, GA	NAWCWD, Point Mugu, CA
NAS Key West, FL	Volk Field, WI	NAS Beaufort, SC
Gulfport, MS	Tyndall AFB, FL	
Nellis AFB, NV	Elmendorf AFB, AK	Edwards Air Force Base, CA
Eglin AFB, FL	National Training Center Air Warrior, Fort Irwin, CA	NAWCWD, China Lake, CA

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

Thailand	Canada	Japan
Taiwan	Australia	Germany
Italy	Israel	
Korea	Egypt	

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.

filename: Att(3) CES III LOE 29apr08.xls

LEVEL OF EFFORT
FOR
COMBAT ENVIRONMENT SIMULATION
N68936-10-D-0034

Attachment (3)

COMBAT ENVIRONMENT SIMULATION
LEVEL OF EFFORT

		YEAR ONE		YEAR TWO		YEAR THREE		YEAR FOUR		YEAR FIVE		FIVE YEAR
			LABOR		LABOR		LABOR		LABOR		LABOR	LABOR
	RATE	HRS	COSTS	HRS	COSTS	HRS	COSTS	HRS	COSTS	HRS	COSTS	COSTS
3%	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	10000	$ -
3%	$ -	2100	$ -	2100	$ -	2100	$ -	2100	$ -	2100	$ -	10500	$ -
9%	$ -	7400	$ -	7400	$ -	7400	$ -	7400	$ -	7400	$ -	37000	$ -
9%	$ -	14900	$ -	14900	$ -	14900	$ -	14900	$ -	14900	$ -	74500	$ -
1%	$ -	3490	$ -	3490	$ -	3490	$ -	3490	$ -	3490	$ -	17450	$ -
5%	$ -	1400	$ -	1400	$ -	1400	$ -	1400	$ -	1400	$ -	7000	$ -
5%	$ -	6400	$ -	6400	$ -	6400	$ -	6400	$ -	6400	$ -	32000	$ -
3%	$ -	14000	$ -	14000	$ -	14000	$ -	14000	$ -	14000	$ -	70000	$ -
3%	$ -	19000	$ -	19000	$ -	19000	$ -	19000	$ -	19000	$ -	95000	$ -
0%	$ -	15000	$ -	15000	$ -	15000	$ -	15000	$ -	15000	$ -	75000	$ -
1%	$ -	6000	$ -	6000	$ -	6000	$ -	6000	$ -	6000	$ -	30000	$ -
0%	$ -	20000	$ -	20000	$ -	20000	$ -	20000	$ -	20000	$ -	100000	$ -
3%	$ -	4400	$ -	4400	$ -	4400	$ -	4400	$ -	4400	$ -	22000	$ -
3%	$ -	1500	$ -	1500	$ -	1500	$ -	1500	$ -	1500	$ -	7500	$ -
1%	$ -	3400	$ -	3400	$ -	3400	$ -	3400	$ -	3400	$ -	17000	$ -
8%	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	10000	$ -
3%	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	2000	$ -	10000	$ -
1%	$ -	28000	$ -	28000	$ -	28000	$ -	28000	$ -	28000	$ -	140000	$ -
5%	$ -	1300	$ -	1300	$ -	1300	$ -	1300	$ -	1300	$ -	6500	$ -
9%	$ -	30000	$ -	30000	$ -	30000	$ -	30000	$ -	30000	$ -	150000	$ -
5%	$ -	1200	$ -	1200	$ -	1200	$ -	1200	$ -	1200	$ -	6000	$ -
5%	$ -	1200	$ -	1200	$ -	1200	$ -	1200	$ -	1200	$ -	6000	$ -
0%	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	12500	$ -
0%	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	12500	$ -
0%	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	2500	$ -	12500	$ -
3%	$ -	12000	$ -	12000	$ -	12000	$ -	12000	$ -	12000	$ -	60000	$ -
3%	$ -	12000	$ -	12000	$ -	12000	$ -	12000	$ -	12000	$ -	60000	$ -
2%	$ -	8000	$ -	8000	$ -	8000	$ -	8000	$ -	8000	$ -	40000	$ -
0%	$ -	10000	$ -	10000	$ -	10000	$ -	10000	$ -	10000	$ -	50000	$ -
2%	$ -	8000	$ -	8000	$ -	8000	$ -	8000	$ -	8000	$ -	40000	$ -
9%	$ -	7000	$ -	7000	$ -	7000	$ -	7000	$ -	7000	$ -	35000	$ -
%		251190	$ -	251190	$ -	251190	$ -	251190	$ -	251190	$ -	1255950	$ -
			$ 600,000.00		$ 750,000.00		$ 750,000.00		$ 800,000.00		$ 800,000.00		[redacted]
			$ 9,250,000.00		$ 9,700,000.00		$ 10,200,000.00		$ 10,650,000.00		$ 11,200,000.00		
			$ 9,250,000.00		$ 9,700,000.00		$ 10,200,000.00		$ 10,650,000.00		$ 11,200,000.00		
3%													
5%													

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	YEAR ONE HRS	YEAR ONE LABOR COSTS
PROJECT MANAGER		2000	$ -
SENIOR EW ENGINEER		2100	$ -
SENIOR TACTS/ACMI ENGINEER		7400	$ -
TACTS/ACMI ENGINEER		14900	$ -
SENIOR FINANCIAL ANALYST		3490	$ -
CONTRACT MANAGEMENT SPECIALIST		1400	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		6400	$ -
SYSTEM ENGINEER		14000	$ -
COMPUTER SYSTEMS ENGINEER		19000	$ -
SENIOR ELECTRONIC ENGINEER		15000	$ -
EW THREAT SYSTEMS ENGINEER		6000	$ -
SENIOR SOFTWARE ENGINEER		20000	$ -
EW DIGITAL DATA COMMUNICATIONS ENGINEER		4400	$ -
TRANSMITTER ENGINEER		1500	$ -
DIGITAL SIGNAL PROCESSING ENGR		3400	$ -
MECHANICAL ENGINEER		2000	$ -
CONTROL SYSTEMS ENGINEER		2000	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		28000	$ -
TEST ENGINEER		1300	$ -
COMPUTER PROGRAMMER		30000	$ -
ILS SPECIALIST		1200	$ -
TECHNICAL WRITER		1200	$ -
CONFIGURATION DATA MGR		2500	$ -
DATA MANAGEMENT SPECIALIST		2500	$ -
DRAFTSMAN		2500	$ -
ELECTRONICS TECHNICIAN		12000	$ -
FIELD ENGR/TECHNICIAN		12000	$ -
SECRETARY/CLERICAL		8000	$ -
INSTURMENTATION/ELEC ENGR		10000	$ -
ELECTRONICS TECH TROUBLESHOOTER		8000	$ -
FINANICAL ANALYST		7000	$ -
TOTAL HOURS		251190	
LABOR COSTS			$ -
LABOR SURCHARGES			$ -
OVERALL LABOR COSTS			$ -
TRAVEL			$ 600,000.00
MATERIAL & SUBCONTRACTS			$ 9,250,000.00
SURCHARGES			$ -
OVERALL TRAVEL AND MATERIAL COSTS			$ 9,850,000.00
TOTAL COSTS: ($K)			$ 9,850,000.00

LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR TWO LABOR COSTS
PROJECT MANAGER		2000	$ -
SENIOR EW ENGINEER		2100	$ -
SENIOR TACTS/ACMI ENGINEER		7400	$ -
TACTS/ACMI ENGINEER		14900	$ -
SENIOR FINANCIAL ANALYST		3490	$ -
CONTRACT MANAGEMENT SPECIALIST		1400	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		6400	$ -
SYSTEM ENGINEER		14000	$ -
COMPUTER SYSTEMS ENGINEER		19000	$ -
SENIOR ELECTRONIC ENGINEER		15000	$ -
EW THREAT SYSTEMS ENGINEER		6000	$ -
SENIOR SOFTWARE ENGINEER		20000	$ -
EW DIGITAL DATA COMMUNICATIONS ENGINEER		4400	$ -
TRANSMITTER ENGINEER		1500	$ -
DIGITAL SIGNAL PROCESSING ENGR		3400	$ -
MECHANICAL ENGINEER		2000	$ -
CONTROL SYSTEMS ENGINEER		2000	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		28000	$ -
TEST ENGINEER		1300	$ -
COMPUTER PROGRAMMER		30000	$ -
ILS SPECIALIST		1200	$ -
TECHNICAL WRITER		1200	$ -
CONFIGURATION DATA MGR		2500	$ -
DATA MANAGEMENT SPECIALIST		2500	$ -
DRAFTSMAN		2500	$ -
ELECTRONICS TECHNICIAN		12000	$ -
FIELD ENGR/TECHNICIAN		12000	$ -
SECRETARY/CLERICAL		8000	$ -
INSTURMENTATION/ELEC ENGR		10000	$ -
ELECTRONICS TECH TROUBLESHOOTER		8000	$ -
FINANICAL ANALYST		7000	$ -
TOTAL HOURS		251190	
LABOR COSTS			$ -
LABOR SURCHARGES			$ -
OVERALL LABOR COSTS			$ -
TRAVEL			$ 750,000.00
MATERIAL & SUBCONTRACTS			$ 9,700,000.00
SURCHARGES			$ -
OVERALL TRAVEL AND MATERIAL COSTS			$ 10,450,000.00
TOTAL COSTS: ($K)			$ 10,450,000.00

LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR THREE LABOR COSTS
PROJECT MANAGER		2000	$ -
SENIOR EW ENGINEER		2100	$ -
SENIOR TACTS/ACMI ENGINEER		7400	$ -
TACTS/ACMI ENGINEER		14900	$ -
SENIOR FINANCIAL ANALYST		3490	$ -
CONTRACT MANAGEMENT SPECIALIST		1400	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		6400	$ -
SYSTEM ENGINEER		14000	$ -
COMPUTER SYSTEMS ENGINEER		19000	$ -
SENIOR ELECTRONIC ENGINEER		15000	$ -
EW THREAT SYSTEMS ENGINEER		6000	$ -
SENIOR SOFTWARE ENGINEER		20000	$ -
EW DIGITAL DATA COMMUNICATIONS ENGINEER		4400	$ -
TRANSMITTER ENGINEER		1500	$ -
DIGITAL SIGNAL PROCESSING ENGR		3400	$ -
MECHANICAL ENGINEER		2000	$ -
CONTROL SYSTEMS ENGINEER		2000	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		28000	$ -
TEST ENGINEER		1300	$ -
COMPUTER PROGRAMMER		30000	$ -
ILS SPECIALIST		1200	$ -
TECHNICAL WRITER		1200	$ -
CONFIGURATION DATA MGR		2500	$ -
DATA MANAGEMENT SPECIALIST		2500	$ -
DRAFTSMAN		2500	$ -
ELECTRONICS TECHNICIAN		12000	$ -
FIELD ENGR/TECHNICIAN		12000	$ -
SECRETARY/CLERICAL		8000	$ -
INSTURMENTATION/ELEC ENGR		10000	$ -
ELECTRONICS TECH TROUBLESHOOTER		8000	$ -
FINANICAL ANALYST		7000	$ -
TOTAL HOURS		251190	
LABOR COSTS			$ -
LABOR SURCHARGES			$ -
OVERALL LABOR COSTS			$ -
TRAVEL			$ 750,000.00
MATERIAL & SUBCONTRACTS			$ 10,200,000.00
SURCHARGES			$ -
OVERALL TRAVEL AND MATERIAL COSTS			$ 10,950,000.00
TOTAL COSTS: ($K)			$ 10,950,000.00

GOVT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FOUR LABOR COSTS
PROJECT MANAGER		2000	$ -
SENIOR EW ENGINEER		2100	$ -
SENIOR TACTS/ACMI ENGINEER		7400	$ -
TACTS/ACMI ENGINEER		14900	$ -
SENIOR FINANCIAL ANALYST		3490	$ -
CONTRACT MANAGEMENT SPECIALIST		1400	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		6400	$ -
SYSTEM ENGINEER		14000	$ -
COMPUTER SYSTEMS ENGINEER		19000	$ -
SENIOR ELECTRONIC ENGINEER		15000	$ -
EW THREAT SYSTEMS ENGINEER		6000	$ -
SENIOR SOFTWARE ENGINEER		20000	$ -
EW DIGITAL DATA COMMUNICATIONS ENGINEER		4400	$ -
TRANSMITTER ENGINEER		1500	$ -
DIGITAL SIGNAL PROCESSING ENGR		3400	$ -
MECHANICAL ENGINEER		2000	$ -
CONTROL SYSTEMS ENGINEER		2000	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		28000	$ -
TEST ENGINEER		1300	$ -
COMPUTER PROGRAMMER		30000	$ -
ILS SPECIALIST		1200	$ -
TECHNICAL WRITER		1200	$ -
CONFIGURATION DATA MGR		2500	$ -
DATA MANAGEMENT SPECIALIST		2500	$ -
DRAFTSMAN		2500	$ -
ELECTRONICS TECHNICIAN		12000	$ -
FIELD ENGR/TECHNICIAN		12000	$ -
SECRETARY/CLERICAL		8000	$ -
INSTURMENTATION/ELEC ENGR		10000	$ -
ELECTRONICS TECH TROUBLESHOOTER		8000	$ -
FINANICAL ANALYST		7000	$ -
TOTAL HOURS		251190	
LABOR COSTS			$ -
LABOR SURCHARGES			$ -
OVERALL LABOR COSTS			$ -
TRAVEL			$ 800,000.00
MATERIAL & SUBCONTRACTS			$ 10,650,000.00
SURCHARGES			$ -
OVERALL TRAVEL AND MATERIAL COSTS			$ 11,450,000.00
TOTAL COSTS: ($K)			$ 11,450,000.00

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FIVE LABOR COSTS
PROJECT MANAGER		2000	$ -
SENIOR EW ENGINEER		2100	$ -
SENIOR TACTS/ACMI ENGINEER		7400	$ -
TACTS/ACMI ENGINEER		14900	$ -
SENIOR FINANCIAL ANALYST		3490	$ -
CONTRACT MANAGEMENT SPECIALIST		1400	$ -
GPS SYSTEM ANALYST/PROJECT MANAGER		6400	$ -
SYSTEM ENGINEER		14000	$ -
COMPUTER SYSTEMS ENGINEER		19000	$ -
SENIOR ELECTRONIC ENGINEER		15000	$ -
EW THREAT SYSTEMS ENGINEER		6000	$ -
SENIOR SOFTWARE ENGINEER		20000	$ -
EW DIGITAL DATA COMMUNICATIONS ENGINEER		4400	$ -
TRANSMITTER ENGINEER		1500	$ -
DIGITAL SIGNAL PROCESSING ENGR		3400	$ -
MECHANICAL ENGINEER		2000	$ -
CONTROL SYSTEMS ENGINEER		2000	$ -
SOFTWARE ENGR/SYSTEMS ANALYST		28000	$ -
TEST ENGINEER		1300	$ -
COMPUTER PROGRAMMER		30000	$ -
ILS SPECIALIST		1200	$ -
TECHNICAL WRITER		1200	$ -
CONFIGURATION DATA MGR		2500	$ -
DATA MANAGEMENT SPECIALIST		2500	$ -
DRAFTSMAN		2500	$ -
ELECTRONICS TECHNICIAN		12000	$ -
FIELD ENGR/TECHNICIAN		12000	$ -
SECRETARY/CLERICAL		8000	$ -
INSTURMENTATION/ELEC ENGR		10000	$ -
ELECTRONICS TECH TROUBLESHOOTER		8000	$ -
FINANICAL ANALYST		7000	$ -
TOTAL HOURS		251190	
LABOR COSTS			$ -
LABOR SURCHARGES			$ -
OVERALL LABOR COSTS			$ -
TRAVEL			$ 800,000.00
MATERIAL & SUBCONTRACTS			$ 11,200,000.00
SURCHARGES			$ -
OVERALL TRAVEL AND MATERIAL COSTS			$ 12,000,000.00
TOTAL COSTS: ($K)			$ 12,000,000.00

DEPARTMENT OF DEFENSE CONTRACT
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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

Reference No:

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)		3. THIS SPECIFICATION IF FOR: (X and complete as applicable)		
[X]	a. PRIME CONTRACT NUMBER N68936-10-D-0034	[X]	a. Original (Complete date in all cases)	Date (YYYY/MM/DD) 2010/05/21
[ ]	b. SUBCONTRACT NUMBER	[ ]	b. REVISED (Supersedes all previou	Revision No: / Date (YYYY/MM/DD)
[ ]	c. SOLICITION OR ANOTHER NUMBER N68936-09-R-0001 DUE DATE (YYYY/MM/DD)	[ ]	c. FINAL (Complete item 5 in all cases)	Date (YYYY/MM/DD)

4. IS THIS A FOLLOW-ON CONTRACT? [X] Yes [ ] No If Yes, complete the following:
Classified material received or generated under N68936-04-D-0019 (Preceding Contract Number) is tranferred to this follow-on contract.

5. IS THIS A FINAL FORM 254? [ ] Yes [X] No If Yes, complete the following
In response to the contractor's request dated , retention of the 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)
TYBRIN CORPORATION 1030 TITAN COURT FT. WALTON BEACH FL 32547-6638	1H996	DEFENSE SECURITY SERVICE (IOFSA) 2300 LAKE PARK DRIVE, SUITE 240 SMYRNA, GA 30080-7606

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A		N/A

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
SAME AS 6.A. AND TYBRIN CORPORATION 825 N. DOWNS ST., SUITE B RIDGECREST CA 93555	1YCS6	DEFENSE SECURITY SERVICE (IOFWP) 3452 E. FOOTHILL BOULEVARD, SUITE 524 PASADENA, CA 91107-3142

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

CONTRACTOR SUPPORT OF THE COMBAT ENVIRONMENT SIMULATION (CES) III

COR: MARC KATRA, (760) 939-5093

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACT 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	[redacted]		e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmental 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 SRS.	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION 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 THE DEFENSE COURIER SERVICE	X	
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		X
k. OTHER (Specify) SIPRNET ACCESS REQUIRED					

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLUTE

12. PUBLIC RELEASE. Any inform n (classified or unclassified) pertaining t .is contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be

Direct [ ]

Through (Specify) [X] COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, ATTN: PUBLIC AFFAIRS STOP 1013, CHINA LAKE, CA 93555-6100,

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

N68936-10-D-0034

TECHNICAL PAPERS, BRIEFINGS, PRESENTATIONS, EITHER CLASSIFIED OR UNCLASSIFIED TO BE PRESENTED AT CLASSIFIED SYMPOSIA MUST BE SUBMITTED TO NAWCWD 7.4.1 FOR APPROVAL PRIOR TO PRESENTATION. UNCLASSIFIED MATERIAL, (INCLUDING GRAPHICS) INTENDED FOR PUBLIC RELEASE OR POSTING ON INTERNET/WORD WIDE WEB SITES WILL BE FORWARDED FOR REVIEW TO THE OFFICE LISTED IN ITEM 12 ABOVE BEFORE RELEASE. TRANSMISSION BY NON-SECURE FACSIMILE OF TECHNICAL PAPERS, BRIEFINGS OR PRESENTATIONS IS NOT AUTHORIZED.

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.

USE OF STU/STE PHONES FOR CLASSIFIED FACSIMILE TRANSMISSION OF U.S. GOVERNMENT INFORMATION IS AUTHORIZED. A COMSEC ACCOUNT WILL BE REQUIRED. CLASSIFIED COMSEC MATERIAL IS NOT RELEASABLE TO CONTRACTOR EMPLOYEES WHO HAVE NOT RECEIVED A FINAL CLEARANCE AT THE APPROPRIATE SECURITY LEVEL. COMSEC ACCESS SHALL BE IAW DoD 5220.22-M. COMSEC INFORMATION AND MATERIALS ARE SUBJECT TO THE CONTROLS OF AND RESTRICTIONS SPECIFIED IN THE NATIONAL SECURITY AGENCY NSA/CSS POLICY MANUAL, 3-16, DATED 05 AUGUST 2005. WHEN ACCESS IS REQUIRED AT GOVERNMENT FACILITIES, CONTRACTOR PERSONNEL WILL ADHERE TO COMSEC RULES AND REGULATIONS AS MANDATED BY EKMS 1A (OR APPLICABLE SERIES) AND COMMAND POLICY AND PROCEDURES. WRITTEN CONCURRENCE OF THE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR) IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO INTELLIGENCE INFORMATION IS REQUIRED FOR PERFORMANCE, AS CERTIFIED BY THE COR VIA THE NAVAIR STILO. CONTRACTOR SHALL COMPLY WITH THE NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION SCIENTIFIC AND TECHNICAL INTELLIGENCE OFFICER MEMO OF 03 MAR 09 (ATTACHED). A FINAL U.S. GOVERNMENT CLEARANCE, AT THE APPROPRIATE LEVEL, IS REQUIRED PRIOR TO ACCESS. WRITTEN APPROVAL OF THE USER AGENCY CONTRACTING OFFICER'S REPRESENTATIVE IS REQUIRED PRIOR TO SUBCONTRACTING.

REVIEW BY: _____ SCIENTIFIC AND TECHNICAL INTELLIGENCE OFFICE

PERSONNEL NOT ASSIGNED TO A NATO STAFF POSITION, BUT REQUIRING ACCESS TO NATO SECRET, OR ACCESS TO THE NATO ACCREDITED SIPRNET TERMINALS, MUST POSSESS THE EQUIVALENT FINAL OR INTERIM U.S. SECURITY CLEARANCE BASED UPON THE APPROPRIATE PERSONNEL SECURITY INVESTIGATION REQUIRED. PERSONNEL WITH ACCESS TO NATO ATOMAL INFORMATION MUST HAVE A FINAL U.S. SECURITY CLEARANCE. WRITTEN CONCURRENCE OF THE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR) IS REQUIRED PRIOR TO SUBCONTRACTING.

A FINAL U.S. GOVERNMENT CLEARANCE, AT THE APPROPRIATE LEVEL, IS REQUIRED FOR ACCESS TO CLASSIFIED FOREIGN GOVERNMENT INFORMATION. WRITTEN APPROVAL OF THE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR) IS REQUIRED PRIOR TO SUBCONTRACTING.

FOR OFFICIAL USE ONLY INFORMATION GENERATED AND/OR PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED AND MARKED AS SPECIFIED IN DoD 5200.1-R, APPENDIX 3 AND REFERENCED DoD 5400.7-R, CHAPTER 3.

SECRET INTERNET PROTOCOL NETWORK (SIPRNET) ACCESS REQUIRED. THE CONTRACTOR SHALLL NOT ACCESS, DOWNLOAD, OR FURTHER DISSEMINATE ANY SPECIAL ACCESS DATA (I.E., INTELLIGENCE, NATO, COMSEC, CNWDI, ETC) OUTSIDE THE EXECUTION OF THE DEFINED CONTRACT REQUIREMENTS. ANY INCIDENT OF ACCESS BY CONTRACTOR PERSONNEL OF INTELLIGENCE INFORMATION WILL BE REPORTED IMMEDIATELY TO THE NAWCWD SENIOR INTELLIGENCE OFFICER. IN THE EVENT ANY SPECIAL ACCESS IS REQUIRED, THE COR OR TPOC MUST MODIFY THE REQUIREMENTS FOR SUBMISSION TO NAWCD 7.4.1 FOR DD FORM 254 REVISION. REVISIONS INVOLVING INTELLIGENCE INFORMATION WILL BE FORWARDED TO NAWCWD STILO BY NAWCWD 7.4.1 FOR APPROVAL. CONTRACTOR SHALL PREPARE AND SUBMIT TO NAWCWD 7.2.6 THE SIPRNET ACCESS REQUEST (SAAR-N) FORM PRIOR TO RECEIVING ACCESS. WRITTEN APPROVAL OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) IS REQUIRED PRIOR TO SUBCONTRACTING VIA THE PRIME CONTRACTOR.

FOR ALL WORK PERFORMED ABOARD NAVAL AIR WARFARE CENTER SITES, THE APPLICABLE INFORMATION SECURITY REGULATIONS WILL BE SECNAV 5510.36 AND LOCAL NAWCWDINST 5510.4.

******PLEASE SUPPLEMENTAL ATTACHMENT FOR ADDITIONAL SECURITY REQUIREMENTS******

14. ADDITIONAL SECURITY REQUIREMENTS. [X] Yes [ ] No

Requirements, in addition to ISM requirements, are established for the contract. (If Yes, identify th pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SEE ITEM 13 ABOVE

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. [ ] Yes [X] No

16. CERTIFICATIONS 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)
LINDA HALL	DIRECTOR OF SECURITY	(760) 939-0985

d. ADDRESS (Include Zip Code)	17. REQUIRED DISTRIBUTION
COMMANDER NAWCWD 1 ADMINISTRATION CIRCLE ATTN: 7410000 STOP 1301 CHINA LAKE, CA 93555-6100	[X] a. CONTRACTOR [ ] b. SUBCONTRACTOR [X] c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR [ ] d. U.S ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION [X] e. ADMINSTRATIVE CONTRACTING OFFICER [X] e. OTHERS AS NECESSARY
e. SIGNATURE Linda Hall 24 MAY 2010	

DD FORM 254 (BACK), DEC 1999

****SUPPLEMENTAL ATTACHMENT FOR CONTRACT N68936-10-D-0034****

ANY CLASSIFIED INFORMATION/MATERIAL GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL AND/OR CLASSIFICATION GUIDES PROVIDED BY NAWCWD 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. THE TPOC IS RESPONSIBLE FOR ENSURING THAT DISTRIBUTION STATEMENTS ARE PLACED ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. ANY CLASSIFIED MATERIAL/INFORMATION GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE SAFEGUARDED ON SITE.

CONTRACTOR WILL BE FABRICATING, MODIFYING AND STORING CLASSIFIED HARDWARE AT THEIR FACILITY, AND SHALL PROVIDE APPROPRIATE STORAGE AND SAFEGUARDING CAPABILITY.

TEMPEST INFORMATION IS NOT RELEASABLE TO CONTRACTOR EMPLOYEES WHO HAVE NOT RECEIVED A FINAL CLEARANCE AT THE APPROPRIATE SECURITY LEVEL. CONTRACTOR SHALL SUBMIT A CONTRACTOR TEMPEST REQUIREMENTS QUESTIONNAIRE , WITHIN 30 DAYS OF CONTRACT AWARD, IF ANY ELECTRICAL/ELECTRONIC PROCESSING OF CLASSIFIED INFORMATION IS REQUIRED BY THE CONTRACTOR IN CONTRACT PERFORMANCE. THE CRITERIA OF PARAGRAPH 3 OF ENCLOSURE (2) TO OPNAVINST C5510.93 APPLY. WRITTEN CONCURRENCE OF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) IS REQUIRED PRIOR TO SUBCONTRACTING. (QUESTIONNAIRE ATTACHED).

THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM TO PROTECT CLASSIFIED AND CONTROLLED UNCLASSIFIED INFORMATION TO BE USED AT THE CONTRACTOR FACILITY DURING THE PERFORMANCE OF THIS CONTRACT. CONTRACT DATA REQUIREMENTS LIST (CDRL) AND DATA ITEM DESCRIPTION (DID) ARE A COMPONENT OF THE CONTRACT. THE OPSEC PLAN SHALL BE SUBMITTED TO THE NAWCWD WITHIN 90 DAYS OF CONTRACT AWARD FOR ACCEPTANCE AND APPROVAL. CONTRACTOR SHALL MAIL PRELIMINARY DRAFT OF OPSEC PLAN TO: COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, 744000D STOP 1301, CHINA LAKE, CA 93555-6100. A FINAL PLAN IS DUE 45 DAYS FROM THE DATE THAT THE DRAFT OPSEC PLAN IS APPROVED.

THE CONTRACTOR SHALL REQUIRE USE OF THE SERVICES OF THE DEFENSE COURIER SERVICE (DCS) FOR DELIVERY OF ALL TOP SECRET INFORMATION.

ONLY U.S. CITIZENS MAY PERFORM ON THIS CONTRACT. REQUESTS FOR NON-U.S. INVOLVEMENT MUST BE SUBMITTED AND APPROVED BY NAWCWD 741000D PRIOR TO ANY DISCLOSURE TO FOREIGN NATIONALS.

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

IF ADDITIONAL SECURITY CLASSIFICATION IS REQUIRED, PLEASE CONTACT THE COSR IN BLOCK 16.a.

AP3. APPENDIX 3

CONTROLLED UNCLASSIFIED INFORMATION

AP3.1. INTRODUCTION

AP3.1.1. General

AP3.1.1.1. The requirements of the Information Security Program apply only to information that requires protection to prevent damage to the national security and has been classified in accordance with E.O. 12958 (reference (e)) or its predecessors. There are other types of information that require application of controls and protective measures for a variety of reasons. This information is known as "unclassified controlled information." Since classified information and unclassified controlled information exist side-by-side in the work environments -- often in the same documents -- this Appendix is provided as an attempt to avoid confusion and promote proper handling. It covers several types of unclassified controlled information, and provides basic information about the nature of this information and the procedures for identifying and controlling it. In some cases, the Appendix refers to other DoD Directives that provide more detailed guidance.

AP3.1.1.2. The types of information covered in this Appendix include "For Official Use Only" information, "Sensitive But Unclassified" (formerly "Limited Official Use") information, "DEA Sensitive Information," "DoD Unclassified Controlled Nuclear Information," "Sensitive Information," as defined in the Computer Security Act of 1987 (reference (j)), and information contained in technical documents.

AP3.2. FOR OFFICIAL USE ONLY INFORMATION (FOUO)

AP3.2.1. Description

AP3.2.1.1. "For Official Use Only (FOUO)" is a designation that is applied to **unclassified** information that may be exempt from mandatory release to the public under the Freedom of Information Act (FOIA) (reference (g)). The FOIA specifies nine exemptions that may qualify certain information to be withheld from release to the public if, by its disclosure, a foreseeable harm would occur. They are:

AP3.2.1.1.1. Information that is currently and properly classified.

AP3.2.1.1.2. Information that pertains solely to the internal rules and practices of the Agency. (This exemption has two profiles, "high" and "low." The "high" profile permits withholding of a document that, if released, would allow circumvention of an Agency rule, policy, or statute, thereby impeding the agency in the conduct of its mission. The "low" profile permits withholding if there is no public interest in the document, and it would be an administrative burden to process the request.)

AP3.2.1.1.3. Information specifically exempted by a statute establishing particular criteria for withholding. The language of the statute must clearly state that the information will not be disclosed.

AP3.2.1.1.4. Information such as trade secrets and commercial or financial information obtained from a company on a privileged or confidential basis that, if released, would result in competitive harm to the company, impair the Government's ability to obtain like information in the future, or protect the Government's interest in compliance with program effectiveness.

AP3.2.1.1.5. Inter-Agency memoranda that are deliberative in nature; this exemption is appropriate for internal documents that are part of the decision making process and contain subjective evaluations, opinions and recommendations.

AP3.2.1.1.6. Information, the release of which could reasonably be expected to constitute a clearly unwarranted invasion of the personal privacy of individuals.

AP3.2.1.1.7. Records or information compiled for law enforcement purposes that:

AP3.2.1.1.7.1. Could reasonably be expected to interfere with law enforcement proceedings;

AP3.2.1.1.7.2. Would deprive a person of a right to a fair trial or impartial adjudication;

AP3.2.1.1.7.3. Could reasonably be expected to constitute an unwarranted invasion of the personal privacy of others;

AP3.2.1.1.7.4. Disclose the identity of a confidential source;

AP3.2.1.1.7.5. Disclose investigative techniques and procedures; or

AP3.2.1.1.7.6. Could reasonably be expected to endanger the life or physical safety of any individual.

AP3.2.1.1.8. Certain records of Agencies responsible for supervision of financial institutions.

AP3.2.1.1.9. Geological and geophysical information concerning wells.

AP3.2.1.2. Information that is currently and properly classified can be withheld from mandatory release under the first exemption category. "For Official Use Only" is applied to information that is exempt under one of the **other** eight categories. So, by definition, information must be unclassified in order to be designated FOUO. If an item of information is declassified, it can be designated FOUO if it qualifies under one of those other categories. This means that:

AP3.2.1.2.1. Information cannot be classified and FOUO at the same time; and

AP3.2.1.2.2. Information that is declassified may be designated FOUO, but only if it fits into one of the last eight exemption categories (categories 2 through 9).

AP3.2.1.3. The FOIA (reference (g)) provides that, for information to be exempt from mandatory release, it must fit into one of the qualifying categories **and** there must be a legitimate Government purpose served by withholding it. Simply because information is marked FOUO does not mean it automatically qualifies for exemption. If a request for a record is received, the information must be reviewed to see if it meets this dual test. On the other hand, the absence of the FOUO marking does not automatically mean the information must be released. Some types of records (for example, personnel records) are not normally marked FOUO, but may still qualify for withholding under reference (g).

AP3.2.2. Markings

AP3.2.2.1. Information that has been determined to qualify for FOUO status should be indicated by markings when included in documents and similar material. Markings should be applied at the time documents are drafted, whenever possible, to promote proper protection of the information.

AP3.2.2.2. Unclassified documents and material containing FOUO information shall be marked as follows:

AP3.2.2.2.1. Documents will be marked "FOR OFFICIAL USE ONLY" at the bottom of the front cover (if there is one), the title page (if there is one), the first page, and the outside of the back cover (if there is one).

AP3.2.2.2.2. Pages of the document that contain FOUO information shall be marked "FOR OFFICIAL USE ONLY" at the bottom.

AP3.2.2.2.3. Material other than paper documents (for example, slides, computer media, films, etc.) shall bear markings that alert the holder or viewer that the material contains FOUO information.

AP3.2.2.2.4. FOUO documents and material transmitted outside the Department of Defense must bear an expanded marking on the face of the document so that non-DoD holders understand the status of the information. A statement similar to this one should be used:

"This document contains information
exempt from mandatory disclosure under
the FOIA. Exemption(s) _____ apply."

AP3.2.2.3. Classified documents and material containing FOUO information shall be marked as required by Chapter 5 of this Regulation, with FOUO information identified as follows:

AP3.2.2.3.1. Overall markings on the document shall follow the rules in Chapter 5. No special markings are required on the face of the document because it contains FOUO information.

AP3.2.2.3.2. Portions of the document shall be marked with their classification as required by Chapter 5. If there are unclassified portions that contain FOUO information, they shall be marked with "FOUO" in parentheses at the beginning of

the portion. Since FOUO information is, by definition, unclassified, the "FOUO" is an acceptable substitute for the normal "U."

AP3.2.2.3.3. Pages of the document that contain classified information shall be marked as required by Chapter 5. Pages that contain FOUO information but no classified information will be marked "FOR OFFICIAL USE ONLY" at the top and bottom.

AP3.2.2.4. Transmittal documents that have no classified material attached, but do have FOUO attachments shall be marked with a statement similar to this one: "FOR OFFICIAL USE ONLY ATTACHMENT."

AP3.2.2.5. Each part of electrically transmitted messages containing FOUO information shall be marked appropriately. Unclassified messages containing FOUO information shall contain the abbreviation "FOUO" before the beginning of the text.

AP3.2.3. Access to FOUO Information. FOUO information may be disseminated within the DoD Components and between officials of the DoD Components and DoD contractors, consultants, and grantees as necessary in the conduct of official business. FOUO information may also be released to officials in other Departments and Agencies of the Executive and Judicial Branches in performance of a valid Government function. (Special restrictions may apply to information covered by the Privacy Act, reference (h).) Release of FOUO information to Members of Congress is covered by DoD Directive 5400.4 (reference (gg)) and to the General Accounting Office by DoD Directive 7650.1 (reference (ll)).

AP3.2.4. Protection of FOUO Information

AP3.2.4.1. During working hours, reasonable steps should be taken to minimize risk of access by unauthorized personnel. After working hours, FOUO information shall be stored in unlocked containers, desks or cabinets if Government or Government-contract building security is provided, or in locked desks, file cabinets, bookcases, locked rooms, or similar items.

AP3.2.4.2. FOUO documents and material may be transmitted via first-class mail, parcel post or -- for bulk shipments -- fourth-class mail. Electronic transmission of FOUO information (voice, data or facsimile) should be by approved secure communications systems whenever practical.

AP3.2.4.3. Record copies of FOUO documents shall be disposed of in accordance with the Federal Records Act (44 U.S.C. 33 (reference (p))) and Component records management directives. Non-record FOUO documents may be destroyed by shredding or tearing into pieces and discarding the pieces in regular trash containers.

AP3.2.5. Further Guidance. Further guidance on one type of FOUO information is contained in DoD 5400.11-R (reference (ww)), "Department of Defense Privacy Program."

AP3.3. SENSITIVE BUT UNCLASSIFIED (SBU) AND LIMITED OFFICIAL USE (LOU) INFORMATION

AP3.3.1. Description. Sensitive But Unclassified (SBU) information is information originated within the Department of State that warrants a degree of protection and administrative control and meets the criteria for exemption from mandatory public disclosure under the Freedom of Information Act (reference (g)). Before May 26, 1995, this information was designated and marked "Limited Official Use (LOU)." The LOU designation will no longer be used.

AP3.3.2. Markings. The Department of State does not require that SBU information be specifically marked, but does require that holders be made aware of the need for controls. When SBU information is included in DoD documents, they shall be marked as if the information were For Official Use Only. There is no requirement to remark existing material containing SBU information.

AP3.3.3. Access to SBU Information. Within the Department of Defense, the criteria for allowing access to SBU information are they same as those used for FOUO information.

AP3.3.4. Protection of SBU Information. Within the Department of Defense, SBU information shall be protected as required for FOUO information.

AP3.4. DRUG ENFORCEMENT ADMINISTRATION (DEA) SENSITIVE INFORMATION

AP3.4.1. Description. DEA Sensitive information is unclassified information that is originated by the Drug Enforcement Administration and requires protection against unauthorized disclosure to protect sources and methods of investigative activity, evidence, and the integrity of pretrial investigative reports. The Administrator and

certain other officials of the DEA have been authorized to designate information as DEA Sensitive; the Department of Defense has agreed to implement protective measures for DEA Sensitive information in its possession. Types of information to be protected include:

AP3.4.1.1. Information and material that is investigative in nature;

AP3.4.1.2. Information and material to which access is restricted by law;

AP3.4.1.3. Information and material that is critical to the operation and mission of the DEA; and

AP3.4.1.4. Information and material, the disclosure of which, would violate a privileged relationship.

AP3.4.2. Markings

AP3.4.2.1. Unclassified documents containing DEA Sensitive information shall be marked "DEA Sensitive" at the top and bottom of the front cover (if there is one), the title page (if there is one), and the outside of the back cover (if there is one).

AP3.4.2.2. In unclassified documents, each page containing DEA Sensitive information shall be marked "DEA Sensitive" top and bottom. Classified documents containing DEA Sensitive information shall be marked as required by Chapter 5, except that pages containing DEA Sensitive information but no classified information will be marked "DEA Sensitive" top and bottom.

AP3.4.2.3. Portions of DoD documents that contain DEA Sensitive information shall be marked "(DEA)" at the beginning of the portion. This applies to classified, as well as unclassified documents. If a portion of a classified document contains both classified and DEA Sensitive information, the "DEA" marking shall be included along with the parenthetical classification marking.

AP3.4.3. Access to DEA Sensitive Information. Access to DEA Sensitive information shall be granted only to persons who have a valid need-to-know for the information. A security clearance is not required. DEA Sensitive information in the possession of the Department of Defense may not be released outside the Department without authorization by the DEA.

AP3.4.4. Protection of DEA Sensitive Information

AP3.4.4.1. DEA Sensitive material may be transmitted within CONUS by first-class mail. Transmission outside CONUS must be by a means approved for transmission of Secret material. Non-Government package delivery and courier services may not be used. The material shall be enclosed in two opaque envelopes or containers, the inner one marked "DEA Sensitive" on both sides. Electronic transmission of DEA Sensitive information within CONUS should be over secure communications circuits whenever possible; transmission outside CONUS must be over approved secure communications circuits.

AP3.4.4.2. Reproduction of DEA Sensitive information and material shall be limited to that required for operational needs.

AP3.4.4.3. DEA Sensitive material shall be destroyed by a means approved for destruction of Confidential material.

AP3.5. DoD UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (DoD UCNI)

AP3.5.1. Description. DoD Unclassified Controlled Nuclear Information (DoD UCNI) is unclassified information on security measures (including security plans, procedures and equipment) for the physical protection of DoD Special Nuclear Material (SNM), equipment, or facilities. Information is Designated DoD UCNI only when it is determined that its unauthorized disclosure could reasonably be expected to have a significant adverse effect on the health and safety of the public or the common defense and security by increasing significantly the likelihood of the illegal production of nuclear weapons or the theft, diversion, or sabotage of DoD SNM, equipment, or facilities. Information may be designated DoD UCNI by the Heads of the DoD Components and individuals to whom they have delegated the authority.

AP3.5.2. Markings

AP3.5.2.1. Unclassified documents and material containing DoD UCNI shall be marked as follows:

AP3.5.2.1.1. The face of the document and the outside of the back cover (if there is one) shall be marked "DoD Unclassified Controlled Nuclear Information."

AP3.5.2.1.2. Portions of the document that contain DoD UCNI shall be marked with "(DoD UCNI)" at the beginning of the portion.

AP3.5.2.2. Classified documents and material containing DoD UCNI shall be marked in accordance with Chapter 5, except that:

AP3.5.2.2.1. Pages with no classified information but containing DoD UCNI shall be marked "DoD Unclassified Controlled Nuclear Information" at the top and bottom.

AP3.5.2.2.2. Portions of the document that contain DoD UCNI shall be marked with "(DoD UCNI)" at the beginning of the portion -- in addition to the classification marking, where appropriate.

AP3.5.2.3. Material other than paper documents (for example, slides, computer media, films, etc.) shall bear markings that alert the holder or viewer that the material contains DoD UCNI.

AP3.5.2.4. Documents and material containing DoD UCNI and transmitted outside the Department of Defense must bear an expanded marking on the face of the document so that non-DoD holders understand the status of the information. A statement similar to this one should be used:

DEPARTMENT OF DEFENSE
UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
EXEMPT FROM MANDATORY DISCLOSURE
(5. U.S.C. 552 (b)(3), as authorized by 10 U.S.C. 128)"

AP3.5.2.5. Transmittal documents that have DoD UCNI attachments shall bear a statement: "The attached document contains DoD Unclassified Controlled Nuclear Information (DoD UCNI)."

AP3.5.3. Access to DoD UCNI. Access to DoD UCNI shall be granted only to persons who have a valid need-to-know for the information and are specifically eligible for access under the provisions of DoD Directive 5210.83 (reference (bb)), "Department of Defense Unclassified Controlled Nuclear Information (DoD UCNI)."

AP3.5.4. Protection of DoD UCNI

AP3.5.4.1. During working hours, reasonable steps should be taken to minimize risk of access by unauthorized personnel. After working hours, DoD UCNI

may be stored in unlocked containers, desks or cabinets if Government or Government-contract building security is provided, or in locked buildings, rooms, desks, file cabinets, bookcases, or similar items.

AP3.5.4.2. DoD UCNI may be transmitted by first-class mail in a single, opaque envelope or wrapping. Except in emergencies, electronic transmission of DoD UCNI shall be over approved secure communications circuits.

AP3.5.4.3. Record copies of DoD UCNI documents shall be disposed of in accordance with the Federal Records Act (44 U.S.C. 33) (reference (p)) and Component records management directives. Non-record DoD UCNI documents may be destroyed by shredding or tearing into pieces and discarding the pieces in regular trash containers.

AP3.6. SENSITIVE INFORMATION (COMPUTER SECURITY ACT OF 1987)

AP3.6.1. DESCRIPTION

AP3.6.1.1. The Computer Security Act of 1987 (reference (j)), established requirements for protection of certain information in Federal Government automated information systems (AIS). This information is referred to as "sensitive" information, defined in the Act as: "Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act) (reference (h)), but which has not been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

AP3.6.1.2. Two aspects of this definition deserve attention. First, the Act applies only to unclassified information that deserves protection. Second, unlike most other programs for protection of information, the Act is concerned with protecting the availability and integrity, as well as the confidentiality of information. Much of the information which fits the Act's definition of "sensitive" falls within the other categories of information discussed in this Appendix. Some does not.

AP3.6.2. Markings. There is no specific marking authorized for designation of "sensitive" information. If the information fits within one of the other categories of information described in this Appendix, the appropriate marking requirements apply.

AP3.6.3. Access to Sensitive Information. If sensitive information falls within one of the other categories of information described in this Appendix, the specific limitations on access for the appropriate category shall be applied. If it does not,

access to the information shall be limited only to those with a valid need for such access in order to perform a legitimate organizational function, as dictated by common-sense principles of security management.

AP3.6.4. Protection of Sensitive Information. Information on DoD AIS systems that is determined to be "sensitive" within the meaning of the Computer Security Act of 1987 (reference (j)) shall be provided protection that is:

AP3.6.4.1. Determined after thorough consideration of the value and sensitivity of the information and the probable adverse impact of loss of its availability, integrity or confidentiality;

AP3.6.4.2. In compliance with applicable DoD policy and requirements for security of information within automated systems;

AP3.6.4.3. Commensurate with the degree of protection required for the category of information described in this Appendix to which it belongs (if any); and

AP3.6.4.4. Based on sound application of risk management techniques and procedures.

AP3.6.5. Further Guidance. Further guidance is found in DoD Directive 5200.28 (reference (x)), "Security Requirements for Automated Data Processing (ADP) Systems," and related publications.

AP3.7. TECHNICAL DOCUMENTS

AP3.7.1. General. DoD Directive 5230.24 (reference (ff)) requires distribution statements to be placed on technical documents, both classified and unclassified. These statements facilitate control, distribution and release of these documents without the need to repeatedly refer questions to the originating activity. The originating office may, of course, make case-by-case exceptions to distribution limitations imposed by the statements.

AP3.7.2. Text of the Statements

Distribution Statement A
Approved for public release; distribution is unlimited.

Distribution Statement B
Distribution authorized to U.S. Government agencies only; [reason]; [date].
Other requests for this document shall be referred to [controlling DoD office].

Distribution Statement C
Distribution authorized to U.S. Government agencies and their contractors; [reason]; [date].
Other requests for this document shall be referred to [controlling DoD office].

Distribution Statement D
Distribution authorized to the DoD and U.S. DoD contractors only; [reason]; [date].
Other requests for this document shall be referred to [controlling DoD office].

Distribution Statement E
Other requests for this document shall be referred to [controlling DoD office].

Distribution Statement F
Further distribution only as directed by [controlling DoD office] or higher DoD authority; [date].

Distribution Statement X
Distribution authorized to U.S. Government Agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with DoD Directive 5230.25; [date].
Controlling DoD office is [controlling DoD office].

C3. CHAPTER 3

EXEMPTIONS

C3.1. GENERAL PROV1SIONS

C3. 1. 1. General. Records that meet the exemption criteria of the FOIA may be withheld from public disclosure and need not be published in the Federal Register, made available in a library reading room, or provided in response to a FOIA request.

C3.2. EXEMPTIONS

C3.2.1. FOIA Exemptions. The following types of records maybe withheld in whole or in part from public disclosure under the FOIA, unless otherwise prescribed bylaw: A discretionary release of a record (see also subsection Cl.5.5.,above) to one requester shall prevent the withholding of the same record under a FOIA exemption if the record is subsequently requested by someone else. However, a FOIA exemption may be invoked to withhold information that is similar or related that has been the subject of a discretionary release. In applying exemptions, the identity of the requester and the purpose for which the record is sought are irrelevant with the exception that an exemption may not be invoked where the particular interest to be protected is the requester's interest. However, if the subject of the record is the requester for the record and the record is contained in a Privacy Act system of records, it may only be denied to the requester if withholding is both authorized by DoD 5400.1 1 -R (reference (v)) and by a FOIA exemption.

C3.2.I.I. Number l. (5 U.S.C. 552 (b)(1)) (reference (a)). Those properly and currently classified in the interest of national defense or foreign policy, as specifically authorized under the criteria established by Executive Order and implemented by regulations, such as DoD 5200.1-R (reference(g)). Although material is not classified at the time of the FOIA request, a classification review may be undertaken to determine whether the information should be classified. The procedures in reference (g) apply. If the information qualifies as Exemption I information, there is **no discretion** regarding its release. In addition, this exemption shall be invoked when the following situations are apparent:

C3.2.1.1.1. The fact of the existence or nonexistence of a record would itself reveal classified information. In this situation, Components shall neither confirm nor deny the existence or nonexistence of the record being requested. A

"refusal to confirm or deny" response must be used consistently, not only when a record exists, but also when a record does not exist. Otherwise, the pattern of using a "no record" response when a record does not exist, and a "refusal to confirm or deny" when a record does exist will itself disclose national security information.

C3.2.1.1.2. Compilations of items of information that are individually unclassified may be classified if the compiled information reveals additional association or relationship that meets the standard for classification under an existing executive order for classification and DoD 5200. 1 -R (reference (g)), and is not otherwise revealed in the individual items of information.

C3.2.1.2. Number 2. (5 U.S.C. 552 (b)(2)) (reference (a)). Those related solely to the internal personnel rules and practices of the Department of Defense or any of its Components. This exemption is **entirely discretionary.** This exemption **has two profiles, high (b)(2) and low (b)(2).** Paragraph C3.2.1.2.2.,below,contains a brief discussion on the low (b)(2) profile; however, that discussion is for information purposes only. When only a minimum Government interest would be affected (administrative burden), there is a great potential for discretionary disclosure of the information. Consequently, DoD Components **shall not invoke** the low (b)(2) profile.

C3.2.1.2.1. Records qualifying under high (b)(2) are those containing or constituting statutes, rules, regulations, orders, manuals, directives, instructions, and security classification guides, the release of which would allow circumvention of these records thereby substantially hindering the effective performance of a significant function of the Department of Defense. Examples include:

C3.2.1.2.1.1. Those operating rules, guidelines, and manuals for DoD investigators, inspectors, auditors, or examiners that must remain privileged in order for the DoD Component to fulfill a legal requirement.

C3.2.1.2.1.2. Personnel and other administrative matters, such as examination questions and answers used in training courses or in the determination of the qualifications of candidates for employment, entrance on duty, advancement, or promotion.

C3.2.1.2.1.3. Computer software, the release of which would allow circumvention of a statute or DoD rules, Regulations, orders, Manuals, Directives, or Instructions. In this situation, the **use** of the software must be closely examined to ensure a circumvention possibility exists.

C3.2.1.2.2. Records qualifying under the low (b)(2) profile are those that are trivial and housekeeping in nature for which there is no legitimate public interest or benefit to be gained by release, and it would constitute an administrative burden to process the request in order to disclose the records. Examples include rules of personnel's use of parking facilities or regulation of lunch hours, statements of policy as to sick leave, and administrative data such as file numbers, mail routing stamps, initials, data processing notations, brief references to previous communications, and other like administrative markings. DoD Components shall not invoke the low (b)(2) profile.

C3.2.1.3. Number 3. (5 U.S.C. 552 (b)(3)) (reference (a)). Those concerning matters that a statute specifically exempts from disclosure by terms that permit **no discretion** on the issue, or in accordance with criteria established by that statute for withholding or referring to particular types of matters to be withheld. The Directorate for Freedom of Information and Security Review maintains a list of (b)(3) statutes used within the Department of Defense, and provides updated lists of these statutes to DoD Components on a periodic basis. A few examples of such statutes are:

C3.2.1.3.1. Patent Secrecy, 35 U.S.C. 181-188 (reference (h)). Any records containing information relating to inventions that are the subject of patent applications on which Patent Secrecy Orders have been issued.

C3.2.1.3.2. Restricted Data and Formerly Restricted Data, 42 U.S.C. 2162 (reference (i)).

C3.2.1.3.3. Communication Intelligence, 18 U.S.C. 798 (reference 0)).

C3.2.1.3.4. Authority to Withhold From Public Disclosure Certain Technical Data, 10 U.S.C. 130 and DoD Directive 5230.25 (references (k) and (1)).

C3.2.1.3.5. Confidentiality of Medical Quality Assurance Records: Qualified Immunity for Participants, 10 U.S.C. 1102 f (reference (in)).

C3.2.1.3.6. Physical Protection of Special Nuclear Material: Limitation on Dissemination of Unclassified Information, 10 U.S.C. 128 (reference (n)).

C3.2.1.3.7. Protection of Intelligence Sources and Methods, 50 U.S.C. 403-3(c)(6) (reference (o)).

C3.2.1.3.8. Protection of Contractor Submitted Proposals, 10 U.S.C.

2305(g) (reference (p)).

C3.2.1.3.9. Procurement Integrity, 41 U.S.C. 423 (reference (q)).

C3.2.1.4. Number 4. (5 U.S.C. 552 (b)(4)) (reference (a)). Those containing trade secrets or commercial or financial information that a DoD Component receives from a person or organization outside the Government with the understanding that the information or record will be retained on a privileged or confidential basis in accordance with the customary handling of such records. Records within the exemption must contain trade secrets, or commercial or financial records, the disclosure of which is likely to cause substantial harm to the competitive position of the source providing the information; impair the Government's ability to obtain necessary information in the future; or impair some other legitimate Government interest. Commercial or financial information submitted on a voluntary basis, absent any exercised authority prescribing criteria for submission is protected without any requirement to show competitive harm (see paragraph C3.2.1.4.8., below). If the information qualifies as Exemption 4 information, there is **no discretion** in its release. Examples include:

C3.2.1.4.1. Commercial or financial information received in confidence in connection with loans, bids, contracts, or proposals set forth in or incorporated by reference in a contract entered into between the DoD Component and the offeror that submitted the proposal, as well as other information received in confidence or privileged, such as trade secrets, inventions, discoveries, or other proprietary data. See also C5.2.8.2., below, this Regulation. Additionally, when the provisions of 10 U.S.C. 2305(g) (reference (p)), and 41 U.S.C. 423 (reference (q)) are met, certain proprietary and source selection information may be withheld under Exemption 3.

C3.2.1.4.2. Statistical data and commercial or financial information concerning contract performance, income, profits, losses, and expenditures, if offered and received in confidence from a contractor or potential contractor.

C3.2.1.4.3. Personal statements given in the course of inspections, investigations, or audits, when such statements are received in confidence from the individual and retained in confidence because they reveal trade secrets or commercial or financial information normally considered confidential or privileged.

C3.2.1.4.4. Financial data provided in confidence by private employers in connection with locality wage surveys that are used to fix and adjust pay schedules applicable to the prevailing wage rate of employees within the Department of Defense.

C3.2.1.4.5. Scientific and manufacturing processes or developments concerning technical or scientific data or other information submitted with an application for a research grant, or with a report while research is in progress.

C3.2.1.4.6. Technical or scientific data developed by a contractor or subcontractor exclusively at private expense, and technical or scientific data developed in part with Federal funds and in part at private expense, wherein the contractor or subcontractor has retained legitimate proprietary interests in such data in accordance with 10 U.S.C. 2320-2321 (reference (r)) and DoD Federal Acquisition Regulation Supplement (DFARS), Chapter 2 of 48 C.F.R., Subpart 227.71-227.72 (reference (s)). Technical data developed exclusively with Federal funds may be withheld under Exemption Number 3 if it meets the criteria of 10 U.S.C. 130 (reference (k)) and DoD Directive 5230.25 (reference (l)) (see subsection C3.2. I., Number 3 C3.2.1.3.5., above).

C3.2.1.4.7. Computer software which is copyrighted under the Copyright Act of 1976 (17 U.S.C. 106) (reference (t)), the disclosure of which would have an adverse impact on the potential market value of a copyrighted work.

C3.2.1.4.8. Proprietary information submitted strictly on a **voluntary** basis, absent any exercised authority prescribing criteria for submission. Examples of exercised authorities prescribing criteria for submission are statutes, Executive Orders, regulations, invitations for bids, requests for proposals, and contracts. Submission of information under these authorities **is not voluntary.** (See also subsection C5.2.8.3., below.)

C3.2.1.5. Number 5. (5 U.S.C. 552 (b)(5)) (reference (a)). Those containing information considered privileged in litigation, primarily under the deliberative process privilege. Except as provided in paragraphs Number 5 C3.2.1.5.2. through C3.2.1.5.5., below, internal advice, recommendations, and subjective evaluations, as contrasted with factual matters, that are reflected in deliberative records pertaining to the decision-making process of an Agency, whether within or among Agencies (as defined in 5 U.S.C. 552(e) (reference (a)), or within or among DoD Components. In order to meet the test of this exemption, the record must be both deliberative in nature, as well as part of a decision-making process. Merely being an internal record is insufficient basis for withholding under this exemption. Also potentially exempted are records pertaining to the attorney-client privilege and the attorney work-product privilege. This exemption is **entirely discretionary.**

C3.2.1.5. 1. Examples of the deliberative process include:

C3.2.1.5.1. 1. The non-factual portions of staff papers, to include after-action reports, lessons learned, and situation reports containing staff evaluations, advice, opinions, or suggestions.

C3.2.1.5.1.2. Advice, suggestions, or evaluations prepared on behalf of the Department of Defense by individual consultants or by boards, committees, councils, groups, panels, conferences, commissions, task forces, or other similar groups that are formed for the purpose of obtaining advice and recommendations.

C3.2.1.5.1.3. Those non-factual portions of evaluations by DoD Component personnel of contractors and their products.

C3.2.1.5.1.4. Information of a speculative, tentative, or evaluative nature or such matters as proposed plans to procure, lease or otherwise acquire and dispose of materials, real estate, facilities or functions, when such information would provide undue or unfair competitive advantage to private personal interests or would impede legitimate Government functions.

C3.2.1.5.1.5. Trade secret or other confidential research development, or commercial information owned by the Government, where premature release is likely to affect the Government's negotiating position or other commercial interest.

C3.2.1.5.1.6. Those portions of official reports of inspection, reports of the Inspector Generals, audits, investigations, or surveys pertaining to safety, security, or the internal management, administration, or operation of one or more DoD Components, when these records have traditionally been treated by the courts as privileged against disclosure in litigation.

C3.2.1.5.1.7. Planning, programming, and budgetary information that is involved in the defense planning and resource allocation process.

C3.2.1.5.2. If any such intra- or inter-agency record or reasonably segregable portion of such record hypothetically would be made available routinely through the discovery process in the course of litigation with the Agency, then it should not be withheld under the FOIA. If, however, the information hypothetically would not be released at all, or would only be released in a particular case during civil

discovery where a party's particularized showing of need might override a privilege, then the record may be withheld. Discovery is the formal process by which litigants obtain information from each other for use in the litigation. Consult with legal counsel to determine whether Exemption, 5 material would be routinely made available through the discovery process.

C3.2.1.5.3. Intra- or inter-agency memoranda or letters that are factual, or those reasonably segregable portions that are factual, are routinely made available through discovery, and shall be made available to a requester, unless the factual material is otherwise exempt from release, inextricably intertwined with the exempt information, so fragmented as to be uninformative, or so redundant of information already available to the requester as to provide no new substantive information.

C3.2.1.5.4. A direction or order from a superior to a subordinate, though contained in an internal communication, generally cannot be withheld from a requester if it constitutes policy guidance or a decision, as distinguished from a discussion of preliminary matters or a request for information or advice that would compromise the decision-making process.

C3.2.1.5.5. An internal communication concerning a decision that subsequently has been made a matter of public record must be made available to. a requester when the rationale for the decision is expressly adopted or incorporated by reference in the record containing the decision.

C3.2.1.6. Number 6. (5 U.S.C. 552 (b)(6)) (reference (a)). Information in personnel and medical files, as well as similar personal information in other files, that, if disclosed to a requester, other than the person about whom the information is about, would result in a clearly unwarranted invasion of personal privacy. Release of information about an individual contained in a Privacy Act System of records that would constitute a clearly unwarranted invasion of privacy is prohibited, and could subject the releaser to civil and criminal penalties. If the information qualifies as Exemption 6 information, there is **no discretion** in its release.

C3.2.1.6. 1. Examples of other **files** containing personal information similar to that contained in personnel and medical files include:

C3.2.1.6.1.1. Those compiled to evaluate or adjudicate the suitability of candidates for civilian employment or membership in the Armed Forces, and the eligibility of individuals (civilian, military, or contractor employees) for security clearances, or for access to particularly sensitive classified information.

C3.2.1.6.1.2. Files containing reports, records, and other material pertaining to personnel matters in which administrative action, including disciplinary action, may be taken.

C3.2.1.6.2. Home addresses, including private e-mail addresses, are normally not releasable without the consent of the individuals concerned. This includes lists of home addressees and military quarters' addressees without the occupant's name. Additionally, the names and duty addresses (postal and/or e-mail) of DoD military and civilian personnel who are assigned to units that are sensitive, routinely deployable, or stationed in foreign territories can constitute a clearly unwarranted invasion of personal privacy.

C3.2.1.6.2. 1. Privacy Interest. A privacy interest may exist in personal information even though the information has been disclosed at some place and time. If personal information is not freely available from sources other than the Federal Government, a privacy interest exists in its nondisclosure. The fact that the Federal Government expended funds to prepare, index and maintain records on personal information, and the fact that a requester invokes FOIA to obtain these records indicates the information is not freely available.

C3.2.1.6.2.2. Names and duty addresses (postal and/or e-mail) published in telephone directories, organizational charts, rosters and similar materials for personnel assigned to units that are sensitive, routinely deployable, or stationed in foreign territories are withholdable under this exemption.

C3.2.1.6.3. This exemption shall not be used in an attempt to protect the privacy of a deceased person, but it may be used to protect the privacy of the deceased person's family if disclosure would rekindle grief, anguish, pain, embarrassment, or even disruption of peace of mind of surviving family members. In such situations, balance the surviving family members' privacy against the public's right to know to determine if disclosure is in the public interest. Additionally, the deceased's social security number should be withheld since it is used by the next of kin to receive benefits. Disclosures may be made to the immediate next of kin as defined in DoD Directive 5154.24 (reference (u)).

C3.2.1.6.4. A clearly unwarranted invasion of the privacy of third parties identified in a personnel, medical or similar record constitutes a basis for deleting those reasonably segregable portions of that record. When withholding third party personal information from the subject of the record and the record is contained in

a Privacy Act system of records, consult with legal counsel.

C3.2.1.6.5. This exemption also applies when the fact of the existence or nonexistence of a responsive record would itself reveal personally private information, and the public interest in disclosure is not sufficient to outweigh the privacy interest. In this situation, DoD Components shall neither confirm nor deny the existence or nonexistence of the record being requested. This is a Glomar response, and Exemption 6 must be cited in the response. Additionally, in order to insure personal privacy is not violated during referrals, DoD Components shall coordinate with other DoD Components or Federal Agencies **before** referring a record that is exempt under the Glomar concept.

C3.2.1.6.5.1. A "refusal to confirm or deny" response must be used consistently, not only when a record exists, but also when a record does not exist. Otherwise, the pattern of using a "no records" response when a record does not exist and a "refusal to confinn or deny" when a record does exist will itself disclose personally private information.

C3.2.1.6.5.2. Refusal to confirm or deny should not be used when (a) the person whose personal privacy is in jeopardy has provided the requester a waiver of his or her privacy rights; (b) the person initiated or directly participated in an investigation that lead to the creation of an Agency record seeks access to that record; or (c) the person whose personal privacy is in jeopardy is deceased, the Agency is aware of that fact, and disclosure would not invade the privacy of the deceased's family. See paragraph Number C3.2.1.6.3., above.

C3.2.1.7. Number 7. (5 U.S.C. 552 (b)(7)) (reference (a)). Records or information compiled for law enforcement purposes; i.e., civil, criminal, or military law, including the implementation of Executive Orders or regulations issued pursuant to law. This exemption may be invoked to prevent disclosure of documents not originally created for, but later gathered for law enforcement purposes. **With the exception of parts (C) and (F)** (see subparagraph Number 7 C3.2.1.7.1.3., below) of this exemption, this exemption **is discretionary.** If information qualifies as exemption **(7) (C) or (7) (F)** (see subparagraph Number 7 C3.2.1.7.1.3., below) information, there is **no discretion** in its release.

C3.2.1.7. 1. This exemption applies, however, only to the extent that production of such law enforcement records or information could result in the following:

C3.2.1.7. 1. 1. Could reasonably be expected to interfere with enforcement proceedings (5 U.S.C. 552(b)(7)(A)) (reference (a)).

C3.2.1.7.1.2. Would deprive a person of the right to a fair trial or to an impartial adjudication (5 U.S.C. 552(b)(7)(B)) (reference (a)).

C3.2.1.7.1.3. Could reasonably be expected to constitute an unwarranted invasion of personal privacy of a living person, including surviving family members of an individual identified in such a record (5 U.S.C. 552(b)(7)(C)) (reference (a)).

C3.2.1.7.1.3.1. This exemption also applies when the fact of the existence or nonexistence of a responsive record would itself reveal personally private information, and the public interest in disclosure is not sufficient to outweigh the privacy interest. In this situation, Components shall neither confirm nor deny the existence or nonexistence of the record being requested. This is a Glomar response, and Exemption (7)(C) must be cited in the response. Additionally, in order to insure personal privacy is not violated during referrals, DoD Components shall coordinate with other DoD Components or Federal Agencies **before** referring a record that is exempt under the Glomar concept.

C3.2.1.7.1.3.2. A "refusal to confirm or deny" response must be used consistently, not only when a record exists, but also when a record does not exist. Otherwise, the pattern of using a "no records" response when a record does not exist and a "refusal to confirm or deny" when a record does exist will itself disclose personally private information.

C3.2.1.7.1.3.3. Refusal to confirm or deny should not be used when 1 the person whose personal privacy is in jeopardy has provided the requester with a waiver of his or her privacy rights; or 2 the person whose personal privacy is in jeopardy is deceased, and the Agency is aware of that fact.

C3.2.1.7.1.3.4. Could reasonably be expected to disclose the identity of a confidential source, including a source within the Department of Defense; a State, local, or foreign agency or authority; or any private institution that furnishes the information on a confidential basis; and could disclose information furnished from a confidential source and obtained by a criminal law enforcement authority in a criminal investigation or by an Agency conducting a lawful national security intelligence investigation (5 U.S.C. 552(b)(7)(D)) (reference (a)).

C3.2.1.7.1.3.5. Would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law (5 U.S.C. 552(b)(7)(E)) (reference (a)).

C3.2.1.7.1.3.6. Could reasonably be expected to endanger the life or physical safety of any individual (5 U.S.C. 552(b)(7)(F)) (reference (a).

C3.2.1.7.2. Some examples of Exemption 7 are:

C3.2.1.7.2.1. Statements of witnesses and other material developed during the course of the investigation and all materials prepared in connection with related Government litigation or adjudicative proceedings.

C3.2.1.7.2.2. The identity of firms or individuals being investigated for alleged irregularities involving contracting with the Department of Defense when no indictment has been obtained nor any civil action filed against them by the United States.

C3.2.1.7.2.3. Information obtained in confidence, expressed or implied, in the course of a criminal investigation by a criminal law enforcement Agency or office within a DoD Component, or a lawful national security intelligence investigation conducted by an authorized Agency or office within a DoD Component. National security intelligence investigations include background security investigations and those investigations conducted for the purpose of obtaining affirmative or counterintelligence information.

C3.2.1.7.3. The right of individual litigants to investigative records currently available by law (such as, the Jencks Act, 18 U.S.C. 3500, (reference (w))) is not diminished.

C3.2.1.7.4. Exclusions. Excluded from the above exemption are the below two situations applicable to the Department of Defense. (Components considering invoking an exclusion should first consult with the Department of Justice, Office of Information and Privacy.)

C3.2.1.7.4.1. Whenever a request is made that involves access to records or information compiled for law enforcement purposes, and the investigation or proceeding involves a possible violation of criminal law where there is reason to believe that the subject of the investigation or proceeding is unaware of its pendency,

and the disclosure of the existence of the records could reasonably be expected to interfere with enforcement proceedings, Components may, during only such times as that circumstance continues, treat the records or information as not subject to the FOIA. In such situation, the response to the requester will state that no records were found.

C3.2.1.7.4.2. Whenever informant records maintained by a criminal law enforcement organization within a DoD Component under the informant's name or personal identifier are requested by a third party using the informant's name or personal identifier, the Component may treat the records as not subject to the FOIA, unless the informant's status as an informant has been officially confirmed. If it is determined that the records are not subject to 5 U.S.C. 552(b)(7) (reference (a)), the response to the requester will state that no records were found.

C3.2.1.8. Number 8. (5 U.S.C. 552 (b)(8)) (reference (a)). Those contained in or related to examination, operation or condition reports prepared by, on behalf of, or for the use of any Agency responsible for the regulation or supervision of financial institutions.

C3.2.1.9. Number 9. (5 U.S.C. 552 (b)(9)) (reference (a)). Those containing geological and geophysical informaion and data (including maps) concerning wells.

TEMPEST REQUIREMENTS QUESTIONNAIRE (TRQ)
(CONTRACTOR FACILITIES)

1. This TRQ must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority (CTTA) within 30 days after contract award for all contracts where classified National Security Information (NSI) will be processed and the requirements of item 13 of form DD 254 have been met.

2. The prime contractor cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TRQ prior to processing.

3. The TRQ is for information collection only. It is not a directive or an implied requirement, nor is it an encouragement to procure TEMPEST equipment or any type of shielding for use on this contract. **DO NOT** initiate any changes to equipment or facilities for TEMPEST unless it has been recommended by the CTTA and specifically directed by the contracting authority.

4. The contracting authority will not issue any directives concerning TEMPEST until after the contractor submitted TRQ has been evaluated by the CTTA and resulting recommendations received. To fully evaluate the TRQ, the CTTA may request additional information concerning the facility, its physical control, the equipment which will be used to process NSI, etc.

5. The contractor shall ensure compliance with any TEMPEST countermeasure(s) specifically directed in writing by the contracting authority.

6. Please provide the information requested in paragraphs 7 through 20 and return to the contracting authority identified in item 16 of the form DD 254 and to the CTTA at:

COMMANDING OFFICER
SPAWARSYSCEN
CODE 723
P.O. BOX 190022
NORTH CHARLESTON, SC 29419-9022

7. Provide the name, address, position, title, and phone number (at the facility where the classified processing will occur) of a point of contact who is knowledgeable of the processing requirements, types of equipment to be used and the physical layout of the facility.

8. Provide the specific geographical location, address and zip code, where classified processing will be performed.

9. What are the classification level(s) of material to be processed/handled by electronic or electromechanical information system(s) and what percentage is processed at each level?

10. What special categories of classified information are processed?

11. Is there a direct connection (wireline or fiber) to a RF transmitter(s) located either locally or at a remote site?

12. Are there any RF transmitters located within 6 meters of the system processing National Security Information or the system's RED signal lines?

13. Describe how access is controlled to your facility including the building, compound, plant property, and/or parking lots. Where are visitors first challenged/identified? Include controls such as alarms, guards, patrols, fences and warning signs. Provide a simple block diagram of the equipment, the facility and the surrounding areas. The diagram(s) should extend out to the nearest uncontrolled area on each side of the facility, such as a military base perimeter, plant property line, commercial building or residential area.

14. Are there other tenants in the building who are not U.S. department/agents?

15. Are there any known foreign business or government offices in adjacent buildings?

16. Provide the make and model number of all equipment used to process, transfer or store classified information. Include computers, peripherals, network hardware, multiplexers, modems, encryption devices (COMSEC), etc.

17. Have on-site TEMPEST tests been conducted on any of these equipment(s)? If so, which ones? When was the test(s) conducted? Who conducted the test(s)? Have all deficiencies (if any) been resolved?

18. Has a TEMPEST Facility Zoning test been conducted? If so, who conducted the testing and when?

19. Is this company foreign-owned or controlled? If so, what is the country?

20. Provide contract number and identify sponsoring organization, point of contact and their code and telephone number.

Quality Assurance Surveillance Plan (QASP)
COMBAT ENVIRONMENT SIMULATION
Support Services

1. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure systematic quality assurance methods are used in the administration of the performance based services under the planned contract. The intent is to ensure that the Contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

This contract requirement as defined in the performance work statement (PWS) is for support services for the Combat Environment Simulation (CES) Division (535000D) and Airborne Threat Simulation Division (534000E) at the Naval Air Warfare Center Weapons Division (NAWCWD). Generally, the Contractor will perform 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, Improvised Explosive Devices, Asymmetric Warfare, and Neural Networking in a Network Centric Warfare and Battlespace Environment.

It is anticipated that this performance based requirement will be met by issuing multiple indefinite delivery indefinite quantity (IDIQ) contract awards with competitively issued task orders. (This QASP will only reference 'contract' vs. contracts as this QASP will be applicable to each single contract.) The basic contract will have a cost-plus-fixed-fee labor CLIN and cost-reimbursable CLINs for travel and material/subcontracts. The contract will be for a five-year period. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

Authority for issuance of this QASP is provided by Section E Inspection and Acceptance, which provides for inspection and acceptance of the services and documentation called for in task orders, to be executed by the Contracting Officer or a duly authorized representative.

3. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract.

The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's efforts to assure that they are timely, effective and are delivering the results specified in the contract.

4. Government Resources

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into (Procuring Contracting Officer) (PCO) or administer (Administrative Contracting Officer) (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is AIR 2.5.4.2. The ACO will be designated in the resulting contract. Contracting Officers are designated via a written warrant, which sets forth limitations of authority.

Contracting Officer's Representative (COR) - An individual appointed in writing by the PCO to act as their authorized representative to assist in administering the contract. The COR will be appointed in the resulting contract. The limitations of authority are contained in a written letter of appointment.

5. Responsibilities

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

6. Methods of QA Surveillance

a. **Contractor Performance Assessment Report System (CPARS)** – The market place for engineering and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS rating under this contract. Additionally, an evaluation using the CPARS format will be performed at the midpoint of each period of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the contract, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

b. **QASP** - The below listed methods of surveillance shall be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance is the Surveillance Activity Checklist provided as Enclosure (3) herein.

7. Surveillance

Enclosures (1) and (2) set forth the performance standards, incentives, and surveillance methods for the contractor and COR while enclosure (3) provides the checklist and means for the COR to document on a monthly basis the results of the surveillance and shall be provided to the Contracting Officer on a monthly basis.

8. Documentation

In addition to providing monthly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

9. Enclosures

Enclosure (1) Technical and Management Support Services Standards
Enclosure (2) Incentives
Enclosure (3) Surveillance Activity Checklist

TECHNICAL AND MANAGEMENT SUPPORT SERVICES STANDARDS

PWS Task Description	Performance Standard and Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives
Schedule IAW the PWS	The Contractor shall conduct tasking in alignment with the Combat Environment Simulation mission and product schedules and milestone events without causing programmatic delays.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)
Management Responsiveness Staffing	The Contractor shall ensure that Combat Environment Simulation support is sustained with qualified staff and that no key positions are open longer than 45 days. Internal policies are in place for retaining and attracting a qualified workforce.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)
Management Responsiveness Oversight	The Contractor shall ensure that management oversight and involvement is apparent in integration and coordination of complex mission requirements.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)
Utilization of Small Business Assess whether the contractor provided maximum practicable opportunity for Small Business to participate in contract performance consistent with efficient performance of the contract.	The Contractor shall ensure that approved subcontracting plan and any negotiated subcontract arrangements are honored.	100% Inspection by COR, Contracting Officer, and customer feedback.	See enclosure 2. (Incentives)
Cost Control Estimating and Control	The Contractor shall provide accurate and timely financial estimates, quotes, and expenditure reporting. The Contractor shall track actual cost to predicted cost with 10% tolerance. The Contractor shall ensure that incurred costs and hours are consistent with the value of their services and products received. The Contractor's cost proposals for task orders are accurate, fully documented, and reliable.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)

PWS Task Description	Performance Standard and Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives
Quality of Product or Service Technical Support IAW the PWS Teaming	The Contractor shall participate as a member of an integrated team of either new or existing support teams consisting of government and other contractors and contribute to the successful completion of Combat Environment Simulation mission requirements.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)
Quality of Product or Service Technical Support IAW the PWS Customer Satisfaction	The Contractor shall ensure that they maintain 95% customer satisfaction with task support and content of monthly reports.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)
Quality of Product or Service Technical Support IAW the PWS Post Mission Data Products (see below)	The Contractor shall ensure that required range instrumentation data and post mission data products are collected, processed, and provided to the government in proper format and media format. 95% acceptable on first submission to the Government and 100% acceptable on 2nd submission to the Government.	100% Inspection by COR and customer feedback.	See enclosure 2. (Incentives)

CDRL A001 Technical Data Package
CDRL A002 Test Plan/Test Procedure
CDRL A003 Training Materials
CDRL A004 Technical Report, Study/Services
CDRL A005 Computer Software Product
CDRL A006 Software User Manual
CDRL A007 Operation Manuals
CDRL A008 Engineering Changes ECP/NOR RFD
CDRL A009 Conceptual Design Drawings/Models
CDRL A00A Engineering Documentation Product Drawings, Modified
CDRL A00B Maintenance Support Plan
CDRL A00C Contract Work Breakdown Structure
CDRL A00D Contract Funds Status Report
CDRL A00E Configuration Status Accounting information
CDRL A00F Contractor's Progress, Management and Status Report
CDRL A00G Operations Security (OPSEC) Plan
CDRL A00H Status Report Information Technology Personnel Security Report for NAVAIR Security
CDRL A00J Status Report Information Technology Personnel Security Report for COR

INCENTIVES

The following incentives shall apply to performance under this contract.

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Six Months	Not more than 2 of the measurement areas rated below "Satisfactory". None of the measurement areas are rated "Marginal" or below.	Midpoint of the assessment period (6 month) evaluation using the CPARS format covering the previous 6 months.	(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this multiple award contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this multiple award contract.

If the contractor has not met all regulatory requirements and the contractor is not rated Satisfactory or better, consideration for future task order competitions will be denied.

The contractor will be required to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

All tasks will be assessed using the following Contractor Performance Assessment Reporting System (CPARS) criteria.

Quality of Product or Service – Assess the contractor's effort to transform operational needs and requirements into an integrated solution. Areas of focus may include the planning and management of program tasks, the quality of support provided throughout all phases of contract execution, the integration of program management specialties, management of interfaces, and the management of a totally integrated effort of all program management concerns to meet cost, performance, and schedule objectives. Assess how successfully the contractor meets program quality.

Schedule – Assess the contractor's adherence to the required delivery schedule by assessing the contractor's efforts during the assessment period that contribute to or effect the schedule variance. Also address significance of scheduled events, discuss causes, and assess the effectiveness of contractor corrective actions.

Cost Control – Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or underrun? If so, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor provided person-hour estimates, the relationship of these estimates to ultimate cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources in each work effort should be assessed.

Management Responsiveness – Assess the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, Engineering Change Proposals or undefinitized contract actions), the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. Consider the contractor's responsiveness to the program as it relates to meeting contract requirements during the period covered by the report.

Utilization of Small Business – FAR Subpart 19.7 and 15 U.S.C. 637 contains statutory requirements for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANCs) and Indian Tribes) (including Small Disadvantaged Businesses (which also includes ANCs and Indian Tribes), Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, Historically Black Colleges and Minority Institutions and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract performance consistent with efficient performance of the contract.

The evaluation ratings are as follows:

Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the tasks being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the tasks being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory – Performance meets contractual requirements. The contractual performance of the tasks contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal – Performance does not meet contractual requirements. The contractual performance of the tasks being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the tasks contains a serious problem(s) for which the contractor's actions appear or were ineffective.

SURVEILLANCE ACTIVITY CHECKLIST

Monthly Surveillance:

The COR will perform a monthly assessment of the standards listed in enclosure (1) utilizing the CPARS evaluation rating definitions listed in Enclosure (2).

Description	Date Planned	Date Completed	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Schedule IAW the PWS							
Management Responsiveness Staffing							
Management Responsiveness Oversight							
Utilization of Small Business							
Cost Control Estimating and Control							
Quality of Product or Service Technical Support IAW the PWS Customer Satisfaction							
Quality of Product or Service Technical Support IAW the PWS Teaming							
Quality of Product or Service Technical Support IAW the PWS Post Mission Data Products							
		TOTAL					

WHEN FILLED IN THE CONTENTS OF THIS FORM ARE:

SOURCE SELECTION INFORMATION-SEE FAR 2.101 AND 3.104
FOR OFFICIAL USE ONLY

ANNUAL SURVEILLANCE

The COR will perform an annual assessment of overall contract performance utilizing the CPARS evaluation rating definitions listed in Enclosure (2) and the aggregate of the monthly summary of ratings. This annual assessment will be entered into the CPARS assessment system in accordance with established processes.

1. Duties of the Contracting Officer Representative (COR):

a. Work cooperatively with members of the acquisition team;

b. If a classified contract, identify contract requirements and changes as they occur to the Contracting Officer's Security Representative (COSR);

c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;

d. Read and understand reference (d) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;

e. If a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;

f. Provide an independent government estimate of desired or ordered work;

g. Track funds expended and remaining funds available so as not to overspend on the contract or order;

h. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify that the government has accepted all deliverables;

i. Pay particular attention to the timely review of invoices;

j. Obtain refresher training as required by reference (a) or as required by the PCO;

k. Promptly notify and provide recommended corrective action to the Contracting Officer and your superior of any of the following:

(1) Any violation of or deviation from the technical requirements of the contract or order;

(2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;

(3) Any contractor request for changes to the contract;

4) Issues that require clarification or resolution;

(5) Inconsistencies between invoiced charges and performance, including the use of improper labor categories;

(6) Instances where funds may be insufficient to complete the contract or order;

(7) Conditions requiring a replacement COR; and

(8) Improper use of government material, equipment, or property.

l. Ensure the contract does not become a vehicle for personal services as described in reference (c);

m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and

n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

2. The preceding list of duties is not intended to be all-inclusive. If specific situations arise that the COR thinks require contractual attention, inform the Contracting Officer.