

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A7	PAGE of PAGES 1 18		
2. CONTRACT (PROC. INST. IDENT.) NO. FA8650-04-D-1600		3. EFFECTIVE DATE		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G			
5. ISSUED BY AFRL/SNKR USAF/AFMC AIR FORCE RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7801 DAVID L. SHELLABARGER (937) 255-4863 David.Shellabarger@ws.wpafb.af.mil		CODE FA8650	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) DCMA SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP. RADIO SYSTEMS ONE RANCHO CARMEL SAN DIEGO CA 92128-3403 (858) 592-3040				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)			
<b>MAILED</b> <u>NOV 25 2003</u>				9. DISCOUNT FOR PROMPT PAYMENT N			
				10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		ITEM See Block 12	
CAGE CODE 65409		FACILITY CODE					
11. SHIP TO / MARK FOR See Section F		CODE	12. PAYMENT WILL BE MADE BY DFAS-CO/WEST ENTITLEMENT OPER P O BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339		
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT					\$9,800,000.00		
16. Table of Contents							
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2		<b>PART III - LIST OF DOCUMENTS, EXHIBITS &amp; ATTACHMENTS</b>		
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	18
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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9		M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	11				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all 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. <input type="checkbox"/> <b>Award</b> (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to 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) D. B. McGuinness, Contracts Manager				20A. NAME OF CONTRACTING OFFICER DAVID L. SHELLABARGER			
19B. Name of Contractor Northrop Grumman Space & Mission Systems Corp.		19C. Date Signed 11/20/03		20B. United States of America		20C. Date Signed 25 Nov 03	
by (signature of person authorized to sign)				by (signature of Contracting Officer)			

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**0001**

*Noun:* RESEARCH AND DATA  
*NSN:* N - Not Applicable  
*DD1423 is Exhibit:* A  
*Contract type:* U - COST PLUS FIXED FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

Conduct Research entitled "Assured Reference Technology Research (ARTHUR)" in accordance with the Statement of Work dated 19 Aug 03, Section J, Attachment 1, and as required by individual Delivery Orders. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated 21 Oct 03.

**0002**

*Noun:* SOFTWARE  
*NSN:* N - Not Applicable  
*DD1423 is Exhibit:* A  
*Contract type:* U - COST PLUS FIXED FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

Develop and deliver software in accordance with the Statement of Work dated 19 Aug 03, Section J, Attachment 1, and as required by individual Delivery Orders.

**0003**

*Noun:* HARDWARE  
*NSN:* N - Not Applicable  
*Contract type:* U - COST PLUS FIXED FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

Develop and deliver hardware in accordance with the Statement of Work dated 19 Aug 03, Section J, Attachment 1, and as required by individual Delivery Orders.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003)**

(a) The sum allotted to this contract and available for payment of costs under 0001 through TBD in accordance with the clause in Section I entitled "Limitation of Funds" is \$TBD.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of \$TBD is obligated for payment of fee for work completed under CLINs 0001, 0002 and 0003.

**B058 PAYMENT OF FEE (CPFF) (FEB 2003)**

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost \$9,799,999.00  
Fee TBD

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)**

**UNCLASSIFIED STATEMENT OF WORK**

Attachment 1 entitled "Advanced Reference Technology Research (ARTHR)" dated 19 Aug 03

NO CLAUSES OR PROVISIONS IN THIS SECTION

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)**

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

Air Force Research Laboratory; AFRL/SNRW; Lydia Harris; 2241 Avionics Circle; Bldg 620; WPAFB, OH 45433

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

Air Force Research Laboratory; AFRL/SNRW; Lydia Harris; 2241 Avionics Circle; Bldg 620; WPAFB, OH 45433

**E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)**

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Air Force Research Laboratory, AFRL/SNRW; Lydia Harris; 2241 Avionics Circle; Bldg 620; WPAFB, OH 45433 .

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
52.247-34 F.O.B. DESTINATION (NOV 1991)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F003 CONTRACT DELIVERIES (FEB 1997)**

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

(a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".

(b) "WARO" means "weeks after the effective date for award of the contractual action".

(c) "DARO" means "days after the effective date for award of the contractual action".

(d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

**F005 DELIVERY OF REPORTS (OCT 1998) (TAILORED)**

(a) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.

(b) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or as shown below:

AFRL/SNRW  
Attn: Lydia Harris  
2241 Avionics Circle, Bldg 620  
Wright-Patterson AFB, OH 45433  
email: lydia.harris@wpafb.af.mil  
(CDRLs: A001- A011)

AFRL/SNK  
Attn: David Shellabarger  
2310 Eighth Street, Bldg 167  
Wright-Patterson AFB, OH 45433-7318  
email: david.shellabarger@wpafb.af.mil  
(CDRLs: A002-A004)

PART I - THE SCHEDULE  
SECTION F - DELIVERIES OR PERFORMANCE

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AFRL/SNF

Attn: Thomas Rogers  
2241 Avionics Circle, Bldg 620  
Wright-Patterson AFB, OH 45433  
email: Thomas.Rogers@wpafb.af.mil  
(CDRLs: A002-A004)

DCMA/ACO

Attn: William Johnson  
7675 Dagget Street, Suite 200  
San Diego, CA 92111-2241  
email: william.johnson@dcma.mil  
(CDRLs: A002-A004)

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**G002 PROGRAM MANAGER (MAY 1997)**

Program Manager: Lydia Harris 937-255-5579 Ext 4186

**G005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAR 2001)**

Payment for all effort under this contract should be made in the order and amounts shown in the informational subline item(s) in Section B, CLIN 0001 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
TBD		

a. This contract will be funded by multiple accounting classification citations. Payment shall be made from ACRNs in alphabetical order (AA,AB,etc). DO NOT USE A PRORATED METHOD to pay, disburse and liquidate funds. Do not liquidate any funds from an ACRN unless the preceding ACRNs have been fully liquidated, or if revised payment instructions are provided per paragraph b. below.

b. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payments instructions are provided as part of a contract modification.

**G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)**

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

**G017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (IDIQ) (SEP 1999)**

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted FOR EACH ORDER to the Administrative Contracting Officer and to AFMC LO/JAZI; Bldg 11, Area B; 2240 B Street, Suite 5; WPAFB, OH 45433-7019. The AFMC LO/JAZI patent administrator can be reached at 937-255-5055. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

**G018 CONTRACT HOLIDAYS (FEB 2003) (TAILORED)**

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays: New Year's Day\*

PART I - THE SCHEDULE  
SECTION G - CONTRACT ADMINISTRATION DATA

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Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day\*  
Labor Day  
Columbus Day  
Veteran's Day\*  
Thanksgiving Day  
Christmas Day\*

\*Variable day understood to be Government holiday when observed.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**H011 GUARANTEED FINAL REPORT (FEB 1997)**

If this contract is terminated prior to completion, the Contractor agrees to provide a final report in accordance with Exhibit A, Data Item A001. During the life of the contract, the contractor shall continuously reserve sufficient funds from the amount allotted to guarantee the preparation and delivery of said final report.

**H023 INDEFINITE QUANTITY (SEP 1997)**

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in paragraph 2.0 of the attached Statement of Work. The maximum dollar amount the Government may order under this contract is \$9,800,000.00; the minimum amount is \$5,000.00.

**H024 ORDERING PROCEDURES (SEP 1997)**

(a) Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for negotiation of orders.

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a description of work to be performed, description of expertise required, and desired completion date.

(2) The Contractor shall then: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; (ii) submit a cost proposal in Standard Form 1411 format, identifying labor categories and number of hours within each category required for the performance of the proposed work; (iii) identify and provide rationale for all non-labor cost elements required for performance; and (iv) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

**H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: 03-10-SNK

**H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

**H063 CONTRACTOR IDENTIFICATION (FEB 2003)**

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in FA8650-04-D-1600 dated 23 OCT 2003 is incorporated herein by reference. The small business goal is 9.73 %. The veteran-owned small business goal is 0 %. The service-disabled veteran-owned small business goal is 0.12 %. The HUBzone small business goal is 0.15 %. The small disadvantaged business goal is 0.21 %. The women-owned small business goal is 0.4 %.

**H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)**

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
To be determined on a DO by DO basis.					

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database\_Version: 5.5.x.000; Issued: 11/3/2003; Clauses: ; FAR: FAC 2001-17; DFAR: DCN20031001; DL: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 02-01; AFAC: AFAC 2003-0501; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.202-01 DEFINITIONS (DEC 2001)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-08 FIXED FEE (MAR 1997)
- 52.216-18 ORDERING (OCT 1995)  
Para (a), Issued from date is 'Date of Contract Award'  
Para (a), Issued through date is '60 Months After Contract Award'
- 52.216-19 ORDER LIMITATIONS (OCT 1995)  
Para (a). Insert Dollar amount or quantity. '\$5,000.00'  
Para (b)(1). Insert dollar amount or quantity '\$9,800,000.00'  
Para (b)(2). Insert dollar amount or quantity. '\$9,800,000.00'  
Para (b)(3). Insert number of days. '30'  
Para (d). Insert number of days. '10'
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)  
Para (d), Date is '60 months'
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

PART II - CONTRACT CLAUSES  
SECTION I - CONTRACT CLAUSES

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- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)  
52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)  
52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)  
52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)  
Para (a), Dollar amount is '\$0.00'  
52.222-03 CONVICT LABOR (JUN 2003)  
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
52.222-26 EQUAL OPPORTUNITY (APR 2002)  
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)  
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)  
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)  
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)  
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)  
52.223-06 DRUG-FREE WORKPLACE (MAY 2001)  
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)  
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION) (JUN 2003)  
52.227-01 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)  
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)  
52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)  
52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)  
para (I), insert agency instructions for communications 'The contractor shall forward the invention reports called for by the Patents Rights clause through the Administrative Contracting Office addressed through AFMCLO/JAZI, 2240 B Street, Room 100, Wright-Patterson AFB, OH 45433-7109. Invention reports may be e-mailed to: [afmclo.jaz@wpafb.af.mil](mailto:afmclo.jaz@wpafb.af.mil) <<mailto:afmclo.jaz@wpafb.af.mil>>. Ensure e-mail includes your contract number, followed by the words "Invention Reporting" on the subject line.'  
52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)  
52.230-02 COST ACCOUNTING STANDARDS (APR 1998)  
52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)  
52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
52.232-17 INTEREST (JUN 1996)  
52.232-22 LIMITATION OF FUNDS (APR 1984)  
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)  
52.232-25 PROMPT PAYMENT (FEB 2002)  
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)  
52.233-01 DISPUTES (JUL 2002)  
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)  
52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)  
52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)  
52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
52.242-13 BANKRUPTCY (JUL 1995)  
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)  
52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)  
52.243-07 NOTIFICATION OF CHANGES (APR 1984)  
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'  
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'  
52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

	Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'N/A'
	Para (k), Insert subcontracts which were evaluated during negotiations: 'TDB'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JUN 2003)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (APR 2003)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

Para (a), name of contracting agency(ies): 'United States Air Force'  
Para (a), contract number(s): 'FA8650-04-D-1600'  
Para (b), name of contracting agency(ies): 'United States Air Force'

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)  
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)  
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)  
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)  
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)  
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)  
5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)  
5352.223-9003 ENHANCED SECURITY OF PRODUCTS (NOV 2002)  
Line item number(s). '0001, 0002 and 0003'  
Identify where security requirements are specified; i.e., SOW, 'DD Form 254 Attachment 3'  
5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)  
Para (b), Any additional requirements to comply with local security procedures 'E-Check'

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)  
5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)  
Alt I, Para (e), List Installations 'Wright Patterson Air Force Base, OH'  
Alt I, Para (f), List Support Items 'Bldg 620 AFRL/SNRW laboratory equipment, personal computers, phones, and office space for up to eight on-site personnel.'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

**52.252-02 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://farsite.hill.af.mil/>

**52.252-06 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 Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE III (AUG 2002) (TAILORED)**

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

Alternate III (AFMC)(AUG 2002). As prescribed in 5309.507-2(a)(4), add the following paragraph (b) to the basic clause substantially as written:

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

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DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	12	24 NOV 2003	DD FORM 1423-1 CONTRACT DATA REQUIREMENTS LIST
ATTACHMENT 1	6	19 AUG 2003	STATEMENT OF WORK TITLED "ASSURED REFERENCE TECHNOLOGY RESEARCH (ARTHR)" DATED 19 AUG 03
ATTACHMENT 2	3	06 OCT 2003	COMPUTER AND NETWORK ACCESS REQUIREMENTS FOR USERS AND EQUIPMENT
ATTACHMENT 3	4	05 NOV 2003	DD FORM 254























# INSTRUCTIONS FOR COMPLETING DD FORM 142

(See DoD 5010.12-M for detailed instructions.)

## FOR GOVERNMENT PERSONNEL

- Item A.** Self-explanatory.
- Item B.** Self-explanatory.
- Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.
- Item D.** Enter name of system/item being acquired that data will support.
- Item E.** Self-explanatory (to be filled in after contract award).
- Item F.** Self-explanatory (to be filled in after contract award).
- Item G.** Signature of preparer of CDRL.
- Item H.** Date CDRL was prepared.
- Item I.** Signature of CDRL approval authority.
- Item J.** Date CDRL was approved.
- Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2.** Enter title as it appears on data acquisition document cited in Item 4.
- Item 3.** Enter subtitle of data item for further definition of data item (optional entry).
- Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6.** Enter technical office responsible for ensuring adequacy of the data item.
- Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8.** Specify requirement for approval of a draft before preparation of the final data item.
- Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10.** Specify number of times data items are to be delivered.
- Item 11.** Specify as-of-data item, when applicable.
- Item 12.** Specify when first submittal is required.
- Item 13.** Specify when subsequent submittals are required, when applicable.
- Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in item 16.
- Item 15.** Enter total number of draft/final copies to be delivered.
- Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in item 4; Clarification of submittal dates in items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights of data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

# STATEMENT OF WORK

## Assured Reference Technology Research (ARTHUR)

19 Aug 03

### 1.0 SCOPE

This SOW defines the effort to evaluate Global Positioning System (GPS) Assured Reference Technologies for Navigation Warfare (NAVWAR) and Precise Reference Sensing for Network Centric Engagement (PRESENCE) applications for manned/unmanned spacecraft, aircraft, seacraft, ground vehicles and weapons in flight. It includes the associated program management, and support planning requirements.

### 1.1 Background

The Advanced Concepts Exploration (ACE) laboratory is a unique, world-class facility used to evaluate GPS anti-jam technologies and space weather effects. ACE is operated with a team of government and contractor personnel in support of the GPS community providing test and evaluation of GPS receiving systems as well as advancing GPS technology through research and analysis efforts. The research conducted under this PRDA will be used to develop and support GPS Electronic Warfare (EW) research. This delivery order establishes requirements for the contractor to provide technical support for the ongoing efforts of research, test, and evaluation of government and private agencies involved in the research and development of GPS receiver systems. The contractor shall provide technical support to the ACE operations team in the operations, upgrades, and enhancements of the ACE laboratories to meet the near term needs of the GPS development community.

### 2.0 REQUIREMENTS

The contractor shall design, develop, demonstrate and evaluate technologies in the Advanced Concepts Exploration (ACE) laboratory to promote GPS and EW research and NAVWAR applications.

### 2.1 Conduct GPS EW Research

The contractor shall conduct research into the performance of GPS receivers in the presence of an EW environment. Today's order of battle relies heavily upon the reliable availability of GPS to provide extremely high accuracy for delivering weapons on target. The adversary attempts to deny the use of, or

the reliability of GPS, in weapons delivery through the application of varying EW techniques that interfere with the GPS receiver's ability to receive and decode the satellite signals. The GPS community continually devises technical means to overcome this intentional interference to insure proper weapons delivery. The contractor shall provide technical expertise, knowledgeable in the application of ACE systems to simulate jammers that GPS systems are likely to encounter. The contractor shall provide guidance, leadership, design and development of jammer simulation systems that will create a realistic, hostile RF test environment that will evaluate the performance of GPS receiver systems including specialized directional antenna technology. The contractor shall utilize the EW simulation technology in test and evaluation of GPS receiver performance in the presence of real world and anticipated jammer systems. (A005, A007, A008, A009, A010, A011)

## **2.2 Conduct Exploratory Research of Emerging Technologies**

The contractor shall perform analyses on emerging technologies and conduct laboratory demonstrations of such technology. Research and development of the evolving use of GPS requires innovative applications of technologies and the continual development of new technologies. The contractor shall provide technical expertise, knowledgeable in the advanced utilization of GPS and applicable technologies, to conduct research and analysis on emerging technologies that may enhance or expand the efficiency or utilization of GPS. The contractor shall conduct research on technological concepts for the advancement of GPS and may be required to generate simulations and demonstrations of technologies based only on the technology concept. (A005, A007, A008, A009, A010, A011)

## **2.3 Conduct Assured Reference Technology Experiments and Demonstrations**

### **2.3.1 Conduct Experiments on Ultra-tightly Coupled Anti-jam Techniques**

The contractor shall perform experiments on ultra-tightly coupled anti-jam techniques associated with GPS. Increases in the computational power of computers have provided opportunities to develop novel tracking techniques tightly coupling inertial navigation system data with GPS data to enhance position and navigation solutions. These approaches improve the navigation system's ability to resist the effect of jamming against the GPS signal. The contractor shall develop techniques and processes to utilize

the ACE laboratory in experimenting and testing various ultra-tightly coupled GPS systems as needed.  
(A005, A007, A008, A009, A010, A011)

### **2.3.2 Conduct Experiments on Next Generation Antenna Wavefront and Virtual Flight Test Simulation**

The contractor shall conduct experiments on Next Generation Antenna Wavefront Simulation Technology and on Virtual flight test simulation technologies. The ACE laboratory leads the GPS community in wavefront simulation and virtual flight test capabilities for GPS systems including antennas and associated electronics. Anti-jamming technologies are constantly evolving and require vigilant pursuit of testing and simulation technology to provide the ability to test and verify new systems and approaches on the market. The contractor shall track GPS technology advancements and conduct experiments on simulation capabilities that will ensure that ACE provides the testing and verification needed into the future.  
(A005, A007)

### **2.3.3 Conduct Experiments on GPS/M-code NAVWAR Receivers**

The contractor shall conduct experiments on GPS/M-code receivers to determine performance capabilities and to support the development of this new technology. The military is currently exploring multiple M-code approaches to identify the best approach to insuring reliable availability of a navigation reference system for future war needs. The M-code GPS is currently scheduled for deployment in 2009. Experimental results provided by ACE will play a key role in the validation of the M-Code selection and development. (A005, A007, A008, A009, A010, A011)

### **2.3.4 Conduct Experiments on Space Weather Modeling**

The contractor shall use the ACE laboratory to conduct experiments on the effects of space weather phenomenon on the performance of GPS receiver systems. The ACE laboratory contains technology to simulate space weather scintillation affects. The contractor shall utilize this technology to conduct experiments and testing of GPS receivers and shall evaluate ways and means of enhancing and upgrading the technology for other space weather phenomenon simulation. (A005, A007, A008, A009, A010, A011)

### **2.3.5 Conduct Experiments on netted time and precise location**

The GPS waveform has become a critical element in the modern battlefield environment to provide a universal timing source for Network Centric Warfare technologies. The contractor shall conduct experiments on the use of GPS in a network environment to provide network timing coordination and precise location of warfare assets. Experiments shall include but not be limited to...(A005, A007, A008, A009, A010, A011)

### **2.3.6 Conduct Experiments on Operational Predictive Battlespace analysis**

The contractor shall conduct experiments on Operational Predictive Battlespace analysis techniques. One of the great advantages that the U.S. Military holds over the rest of the world is the ability to simulate and analyze the battlespace prior to engagement and adjust tactics and strategy accordingly. This ability is continually advancing and with the evolution of situational awareness and network centric warfare technologies, is nearing the ability to fully analyze the battlespace in real-time. The contractor shall evaluate the use of ACE to support this advancement in predictive battlespace analysis and identify enhancements that will position ACE to lead the analysis effort with respect to GPS and related navigation and assured reference technologies. (A005, A007, A008, A009, A010, A011)

## **2.4 Perform Data Analysis**

The contractor shall perform analyses on the data collect by the ACE facility in the conduction of any tests, experiments, or evaluations performed on GPS systems using the ACE laboratory. The conduction of tests and the collection of data are meaningless without proper analysis of the data to provide conclusions and recommendations concerning the technology being evaluated. The contractor shall provide personnel possessing the necessary skills in mathematics, engineering, and deductive reasoning to support AFRL/SNRW personnel in analyzing collected test data. (A005, A007, A008, A009, A010, A011)

## **2.5 Maintain and operate the ACE laboratory**

The contractor shall maintain and operate the ACE laboratory under the direction of AFRL/SNRW personnel to enable the tests, experiments, and evaluations specified in this statement of work. The contractor shall provide personnel with the experience necessary to operate the ACE facility including all hardware, instrumentation, and control software. The contractor shall conduct such tests as specified by

AFRL/SNRW including the development of test plans and procedures, performing the tests, and evaluating the resulting data. Associate agreements may be required for some tests due to the proprietary nature of some testing. The contractor shall also maintain the hardware and software of the ACE including managing the scheduling of PMEL maintained equipment, calibrating specialized equipment, maintaining maintenance agreements for specialized equipments, and maintaining the proper operation of all ACE software. Software maintenance includes managing support agreements and designing, developing, integrating and debugging software for the ACE as required.

## 2.6 Program Management

The contractor shall manage the budget and scheduled required to complete the tasks required in this statement of work. The contractor shall provide a program manager as the single point of contact for status review, personnel management, and issue resolution. The contractor shall provide a status report monthly on the technical, budget, and schedule progress. The program manager shall attend staff meetings on a weekly basis to coordinate contractor efforts with the efforts and the needs of laboratory personnel. The program manager shall operate on site at AFRL to insure the smooth operation of contractor efforts. (CDRLs, A001, A002, A003, A004, A006)

## 3.0 DATA/DELIVERABLES

The deliverables for the basic ARTHR effort shall consist of a final report, as a minimum. The subcontractor shall provide from the following numbered list of data deliverables, the CDRLs specified in the task order. See Table 1.

**TABLE 1. DATA DELIVERABLE LIST**

CDRL No.	Deliverable	Delivery Schedule
A001	Final Report (The subcontractor shall provide a final report for each task order describing the effort implemented under the delivery order)	At task order completion
A002	Invoice/Billing	Monthly
A003	Funds and Man-hour Expenditure Report	45 days ARO; Monthly thereafter
A004	Contracts Funds Status Report (CFSR)	45 days ARO; Quarterly thereafter
A005	Interim Report	As required
A006	Status Report	Monthly
A007	Presentation Material	One month after each design review
A008	Commercial Off The Shelf Manuals	As required
A009	Software User Manual	As required

CDRI No.	Title	Delivery Schedule
A010	Test Plan	As required
A011	Developmental Design Drawings and Associated Lists	As required

## **Computer and Network Access Requirements for Users and Equipment**

6 Oct 03

1. Compliance with the instructions listed below is mandatory prior to access to Air Force unclassified computer systems or networks (stand alone or networked) and/or when contractor-owned Automated Data Processing Equipment (ADPE) will be used to access Air Force unclassified computer systems or networks (stand alone or networked).

- Air Force Instruction (AFI) 31-501, Personnel Security Program Management
- AFI 33-115, Network Management and Licensing Network Users and Certifying Network Professionals
  - AFI 33-119, Electronic Mail (E-mail) Management and Use
  - AFI 33-202, Computer Security
  - AFI 33-204, Information Protection Security Awareness, Training, and Education (SATE)
  - AFMAN 33-223, Identification and Authentication
  - AFMC Supplement 1, AFMAN 33-223, Identification and Authentication
  - DoD 5200.2-R, Personnel Security Program

2. Contractors requiring access to the Air Force Research Laboratory Sensors Directorate (AFRL/SN) unclassified computer systems or networks for their employees and/or contractor owned ADPE shall comply with specific network access requirements and ADPE restrictions outlined below.

a. ADPE Restrictions

(1) All Contractor-owned ADPE shall be certified and accredited by the Designated Approval Authority (DAA), the Director of AFRL/SN, or the Deputy Director of AFRL/SN, if the Director is absent, **before** it is granted authorization to be connected as a stand-alone system, or connected directly to an AFRL/SN network. Deviation from this requirement may result in contractor ADPE being removed from the AFRL/PR network.

(2) Once certified, contractor-owned ADPE shall be maintained at the required security level by following all Air Force Information Assurance (IA) procedures. This includes:

- (a) Establishing timelines to install all required security patches, anti-virus software, Time Compliance Network Orders (TCNOs) and Notice to AirMan (NOTAMs). (NOTAMs and TCNOs are security directives from the Network Operations and Security Center (AFMC/NOSC).) NOTAMs and TCNOs will be provided to the Contractor System Administrator by the appropriate AFRL/SN IA focal point.
- (b) Installing all Air Force or AFMC mandated software to contractor owned ADPE connected to the network.
- (c) Installing anti-virus software and ensuring it is executed daily on every device. As an alternative, the anti-virus software shall have real-time protection enabled.

(3) The Contractor shall contact the COMPUSEC manager, AFRL/SNOY, (937) 255-2054, when software or hardware modifications are made so that government system documentation can be updated. Depending upon the degree of modification(s), the COMPUSEC manager reserves the right to reassess the ADPE for compliance.

b. Network Access Requirements

(1) The Contractor shall submit a request for access to the AFRL/SN network to AFRL/SNOY Security Specialist, (937) 254-7208 for each of the contractor's employees, representatives and subcontractor employees who require access to Air Force unclassified computer systems or networks. This request shall include a System Access Request (SAR) Form (AFRL Form 25). Prior to final approval of the SAR, either clearance information or a favorable National Agency Check (NAC) is required in accordance with DoD 5200.2-R.

(2) If the Contractor's employees, representatives or subcontractor employees do not have a NAC, a completed Electronic Personnel Security Questionnaire (EPSQ), SF85P, Questionnaire for Public Trust Position and DD Form 258, Fingerprint Card must be submitted to AFRL/SNOY. (The SF85P can be found at <http://www.dss.mil>. The 88<sup>th</sup> Security Forces Squadron (SFS) personnel will fingerprint the contractor employees.)

(3) Each Contractor employee, representative, and subcontractor employee requiring access to Air Force unclassified computer systems or networks shall complete Security Awareness, Training and Education (SATE) training and submit documentation of completion to AFRL/SNOY before final processing of the SAR.

3. Interim Access

a. Interim access may be granted to the contractor employee provided that:

- (1) Access to an unclassified government automated information system (AIS) or e-mail account is required for performance of the contractual effort.
- (2) The contractor employee has completed and submitted the EPSQ (SF85P) to the AFRL/SN Security Specialist or SF 86 to the contractor facility security officer (FSO). The FSO shall verify, in writing, the action to the AFRL/SN Security Specialist.
- (3) SATE training has been completed and verification has been submitted to AFRL/SNOY.
- (4) The SAR form (AFRL Form 25) has been completed with all appropriate signatures, and has been submitted to AFRL/SNOY.
- (5) The DAA has signed a letter approving interim access

b. The DAA may withdraw access to Government automated information systems if the completed NAC identifies information that is determined to be disqualifying.

4. Foreign Nationals -- HQ AFMC/CV approval is required for network connectivity or access to a Government system by foreign nationals. Foreign nationals shall not be authorized interim access to unclassified government automated information systems.

5. Account Revalidation -- Each contractor employee, representative, or subcontractor employee authorized user shall revalidate their account information yearly. AFRL/SNOY will provide instructions to all users, directing them to the appropriate web location containing forms and instructions. A compliance suspense date will be established. Accounts that are not revalidated after the established suspense date shall be disabled.

6. System Administrator

- a. A System Administrator is defined as the individual operationally and administratively responsible for the proper functioning of the stand-alone or multi-user system typically having root or system administrator operator privileges. The system administrator resolves the day-to-day administrative and technical system problems. Contractor employees administering a computer system or network are, by definition, system administrators.
- b. Contractor system administrators must meet the skill set and knowledge requirements consistent with the certification track for each position they perform IAW AFI 33-115v2.
- c. Contractor system administrators shall follow Air Force Systems Security Instruction (AFSSI) 5027, Network Security Policy, and all Air Force IA procedures, including installing all required security patches, TCNOs and NOTAMs, and report feedback information to the appropriate AFRL/SN IA focal point.
- d. Contract system administrators are required to monitor log files and report any suspicious activity to the Information System Security Officer (ISSO), AFRL/SNOY(X/Y), (937) 255-2416.
- e. All contractor system administrators are required to complete annual Air Force provided security training.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>				a. FACILITY CLEARANCE REQUIRED <b>SECRET</b>	
				b. LEVEL OF SAFEGUARDING REQUIRED <b>SECRET</b>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER FA8650-04-D-1600	Completion Date: 14 Oct 09	<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD) 3 11 05
	b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
	c. SOLICITATION OR OTHER NUMBER	DUE Date (YYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>	Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's requested dated _____, retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE Northrop Grumman Space & Mission Systems Corp One Rancho Carmel San Diego, CA 92128		b. CAGE CODE 65409	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS West Region One World Trade Center Ste 622 Long Beach CA 90831-0622		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE NA		b. CAGE CODE NA	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> NA		
8. ACTUAL PERFORMANCE					
a. LOCATION Northrop Grumman Space & Mission Sys. Corp. Space Tech 1900 Founders Drive Suite 202 Kettering, OH 45420-4011		b. CAGE CODE 8T321	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service (S31DT) 17177 N. Laurel Park Drive, Suite 417 Livonia, MI 48152-2659		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Assured Reference Technology Research provides for the evaluation of GPS M-code EW technologies for Navwar and the assessment of PRESENCE technologies for spacecraft, aircraft, unmanned air/ground vehicles and weapons in flight.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	YES	NO	<input checked="" type="checkbox"/>
b.	RESTRICTED DATA	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
d.	FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
e.	INTELLIGENCE INFORMATION				<input checked="" type="checkbox"/>
	(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
	(2) Non-SCI	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
f.	SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
g.	NATO INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
h.	FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
i.	LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
j.	FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
k.	OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
			l. OTHER <i>(Specify)</i> Notification of Government Security Activity is required. See addendum.		

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

Direct  Through (Specify):

AFRL/PA  
 1865 4th Street, Suite 15  
 WPAFB, OH 45433-6503

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

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

The National Industrial Security Program Operating Manual (NISPOM), Jan 95, applies to this contract.

a. Ref Blk 10a: COMSEC Safeguarding requirements apply. For on base performance, COMSEC is incumbent on the government.

b. Ref Blk 10e(2): Contractor will require access to intelligence information and must comply with AFI 14-303/AFMC Supplement 1. The Program Manager has determined that disclosure does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. The contractor will submit the AFMC Form 210 to AFRL/SNOY for approval prior to granting access.

c. Ref Blk 10g. NATO briefing required prior to granting access: See NISPOM Chapter 10 for details.

d. Ref Blk 10j: For Official Use Only (FOUO) applies. See addendum.

e. Ref Blk 11a: Using activity will provide security classification guidance for performance on this contract. On base performance in support of Bldg 620, Area B, WPAFB, OH. If any classified information is generated in the performance of this contract at the identified location, the contractor shall apply derivative classification and markings consistent with the source material.

f. Ref Blk 11j: OPSEC requirements apply. OPSEC requirements will be provided by AFRL/SN.

g. Ref Blk 11l: The Notification of Government Security and Visitor Group Security Agreement Clause applies. See Contract Clause in Section 1 for details.

h. Ref Blk 17f (DISTRIBUTION): 88 SFS/SFAS, AFRL/SNOY, AFRL/SN (Security Manager)

i. Transfer of documents to other IR&D efforts is not permitted.

j. Program Manager: Lydia M. Harris, AFRL/SNRW, (937) 255-5579, x4186

Coordination received from Dean Peters, HQ AFRL/SNOY, (937) 904-9225 on 7 Nov 03 (skb).

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the 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.)

Yes  No

Ref Blk 11j: OPSEC Requirements apply. CIs will be provided to contractor under separate cover and updated as required.

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes  No

Contractor performance will occur at WPAFB. DSS is relieved of all inspection responsibility for contractor performance on the installation. 88 SFS/SFAS will maintain security oversight.

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
Dave Shellabarger	Contracting Officer	(937) 255-4863

d. ADDRESS (Include Zip Code)	<table border="1"> <tr> <td>88SFS/SFAS</td> </tr> <tr> <td>COORDINATION</td> </tr> <tr> <td>PC-ONLY</td> </tr> <tr> <td>Sharon 7100003</td> </tr> </table>	88SFS/SFAS	COORDINATION	PC-ONLY	Sharon 7100003	<b>17. REQUIRED DISTRIBUTION</b>
88SFS/SFAS						
COORDINATION						
PC-ONLY						
Sharon 7100003						
AFRL/SNKR 2310 8th St Bldg 167 WPAFB OH 45433-7801		<input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATION CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY				
e. SIGNATURE						
<i>David L Shellabarger</i>						

**ADDENDUM TO DD FORM 254 (Block 10j)  
FOR OFFICIAL USE ONLY (FOUO)**

*(Reference DoD Regulation 5400.7/Air Force Supplement, 22 July 1999)*

1. **GENERAL:** FOUO is information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more of the Freedom of Information Act (FOIA) exemptions 2 through 9. Additional information on FOUO may be obtained by contacting the User Agency. FOUO is assigned to information at the time it is created in a DoD Agency or derivatively as instructed in a Security Classification Guide.

2. **MARKING:**

a. FOUO information received (**released by a DoD component**) should contain the following marking, when received: ***THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER FOIA. EXEMPTION(S) \_\_\_\_\_ APPLIES/APPLY.***

b. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any). Each paragraph containing FOUO information shall be marked as such.

c. Within a classified document, an individual page that contains both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. An individual page that contains FOUO information but no classified information shall be marked "FOR OFFICIAL USE ONLY" at the top and bottom of the page, as well as each paragraph that contains FOUO information. NOTE: For "production efficiency" the entire document may be marked top and bottom with the highest level of classification contained within it, as long as every paragraph is marked to reflect the specific classification of the information it contains.

d. Mark other records, such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.

e. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.

3. **DISSEMINATION:** FOUO may be disseminated between officials of DoD Components, DoD contractors, consultants and grantees to conduct official business for DoD. Recipients shall be made aware of the status of such information **and transmission shall be by means that preclude unauthorized public disclosure.**

4. **TRANSMISSION:** FOUO information shall be transmitted in a manner that prevents disclosure of the contents. When not commingled with classified information, it may be sent via first-class mail or parcel post. Bulky shipments, i.e. testing materials, that otherwise qualify under postal regulations, may be sent by fourth-class mail. FOUO information may also be sent over facsimile equipment; however, when deciding whether to use this means, balance the sensitivity of the records against the risk of disclosure. Consider the location of sending and receiving machines and ensure authorized personnel are available to receive the FOUO information as soon as it is transmitted. Transmittal documents shall call attention to the presence of FOUO attachments. FOUO information may also be sent via e-mail, if it is sent via a system that will prevent unintentional or unauthorized disclosure.

5. **STORAGE:** To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal building security, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked containers such as file cabinets, desks, or bookcases. *Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.*

6. **DESTRUCTION:** When no longer needed, FOUO information shall be disposed of by any method that will preclude its disclosure to unauthorized individuals.

Effective 12 February 2002

**ADDENDUM TO DD FORM 254 (Blk 111)**  
**NOTIFICATION OF WPAFB SERVICING SECURITY ACTIVITY**

1. Thirty days **before** the date Contractor operations will begin on Wright-Patterson AFB OH (WPAFB), the Contractor shall provide to 88 SFS/SFAS Bldg 8, 1801 Tenth Street, WPAFB, OH 45433-7625 the following information:

a. The name, address, and telephone number of your company's Facility Security Officer and your designated on-site security representative;

b. The contract number and military contracting command;

c. The highest classification category of defense information to which Contractor employees will have access;

d. The date Contractor operations will begin on WPAFB OH;

e. The estimated completion date of operations on WPAFB OH;

2. This requirement is in **addition** to visit request notification procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual, Chapter 6.

Effective 12 February 2002