

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 30		
2. CONTRACT (Proc Inv Form) NO HR0011-07-C-0070		3. EFFECTIVE DATE 01 Jun 2007		4. REQUISITION/PURCHASE REQUEST PROJECT NO W02704			
5. ISSUED BY (TYPE) DARPA CMF3 ATTN: STEPHEN C DAVIS 3401 N. FAIRFAX DR. Arlington VA 22205-1714		6. ADMINISTERED BY (Type) DCMA LICKHEED MARTIN ORLANDO 1900 SAND LAKE RD LSP 46 ORLANDO FL 32919-2107	7. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER <i>See Schedule</i>				
7. NAME AND ADDRESS OF CONTRACTOR LOCKHEED MARTIN CORPORATION MISSILES AND FIRE CONTROL 3600 SAND LAKE ROAD ORLANDO FL 32819		8. DISCOUNT FOR PROMPT PAYMENT Net 30 days		9. SUBMIT INVOICES <i>to agency address unless specified</i> TO THE ADDRESS SHOWN IN			
CODE 04939		FACILITY CODE		ITEM Section 8			
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY OF AS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 162284 COLUMBUS OH 43216-2284		CODE H-0028			
See Schedule							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 19 U.S.C. 2304(e)(1) <input type="checkbox"/> 41 U.S.C. 253(e)(1)		14. ACCOUNTING AND APPROPRIATION DATA See Schedule					
15A. ITEM NO.	15B. SUPPLIER'S SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$12,737,523.00		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to provide all details in pertinent to the services to be performed in accordance with the contract and to be subject to audit and payment by the following documents: 1. Contract documents, 2. The solicitation, if any, and (3) any provisions, requirements, clarifications, and specifications, to the extent of reference to the reference herein.)				18. AWARD (Contractor is responsible for the documents) (Contractor is required to provide all details in pertinent to the services to be performed in accordance with the contract and to be subject to audit and payment by the following documents: 1. Contract documents, 2. The solicitation, if any, and (3) any provisions, requirements, clarifications, and specifications, to the extent of reference to the reference herein.)			
19A. NAME AND TITLE OF SIGNER (b)(4)				19B. NAME AND TITLE OF CONTRACTING OFFICER RET: [Signature]			
19B. NAME OF CONTRACTOR (b)(4)		19C. DATE SIGNED 31 MAY 2007		19D. UNLTD STATES OF AMERICA (b)(6)		19E. DATE SIGNED 1 Jun 07	

MARK D. BENNINGTON
Contracting Officer

DPAS (15 CFR 350)
FORM 350-1 (Rev. 12-15-06)
PAGE 1 OF 2

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	RIEDAR Program	(b)(4)		\$12,737,523.00

The Contractor shall develop a spectrally innovative laser component and perform a vapor plume simulation in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F.

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000101	Funding for CLIN 0001 AO No. W237/34	\$0.00	\$0.00	\$0.00
	ACRN AA			\$5,424,000.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "BAA 06-17", dated 16 April 2007, copies of which are in possession of both parties.

(b) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor's proposal.
(end of clause)

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports. The reports shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT

This brief narrative, not to exceed five pages in length, shall contain the following:

- (i) For first report only; the date work actually started.
- (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
- (iii) Planned activities and milestones for the next reporting period.
- (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
- (v) Notification of any changes in key personnel associated with the contract during the reporting period.
- (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- (vii) Summary of all problems or areas of concern.
- (viii) Related accomplishments since last report.
- (ix) Fiscal status, to include reporting of summary level financial data in the following format:
(next page)

**R&D STATUS REPORT
PROGRAM FINANCIAL STATUS**

Work Breakdown	Cumulative to Date			At Completion		
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks
Subtotal: _____						
Management Reserve: _____						
Or Unallocated Resources: _____						
TOTAL: _____						

Note: Budget at completion changes only with the amount of any scope changes. (Not affected by underrun or overrun)

Based on currently authorized work:

Is current funding sufficient for the current fiscal year (FY)? (Explain in narrative if "NO")

YES NO

What is the next FY funding requirement at current anticipated levels?

\$ _____

Have you included in the report narrative any explanation of the above data and are they cross-referenced?

YES NO

SUBMITTAL – Electronic Submission. Due 15th of each month, beginning one (1) month after contract award.

DISTRIBUTION - See Section F

(2) MEETING MINUTES

Reports shall be in Contractor's format and shall include agenda, presentations, summary results and action items.

SUBMITTAL – Electronic Submission. Due 10 working days after associated review.

DISTRIBUTION – See Section F

(3) TECHNICAL REPORTS

Reports shall be in Contractor's format and shall include results of technology reviews and trade studies performed under contract sponsorship

SUBMITTAL – Electronic Submission. Due 10 working days after associated review.

DISTRIBUTION – See Section F

(4) DEMONSTRATION REPORT

Reports shall be in Contractor's format and shall include demonstration objectives, configurations, and measurements; presents summary and interpretation of test data, conclusions and recommendations.

SUBMITTAL – Electronic Submission. Due 10 working days after demonstration event.

DISTRIBUTION – See Section F

(5) SAFETY PROGRAM PLAN

Reports shall be in Contractor's format.

SUBMITTAL – Electronic Submission. Due at Test Readiness Review

DISTRIBUTION – See Section F

(6) HAZARD ANALYSIS

Reports shall be in Contractor's format.

SUBMITTAL – Electronic Submission. Due at Test Readiness Review

DISTRIBUTION – See Section F

(7) SAFETY ASSESSMENT REPORT

Reports shall be in Contractor's format.

SUBMITTAL – Electronic Submission. Due at Test Readiness Review

DISTRIBUTION – See Section F

(8) FINAL REPORT

This report shall document the results of the complete effort and should be delivered at the completion of the contract. Title pages shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research
Standard Form 298, September 1988

(b) Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

(c) Bulky Reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

(d) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting the sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report

(1) The cover or title page of each of the above reports or publications prepared, will have the following citation:

Sponsored by
Defense Advanced Research Projects Agency
Microsystems Technology Office (MTO)
Program: RIEDAR
Issued by DARPA/CMO under Contract No. HR0011-07-C-0070

(2) The title page shall include a disclaimer worded substantially as follows:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressly or implied, of the Defense Advanced Research Projects Agency or the U.S. Government."

(3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with the below Distribution Statement:

"Distribution authorized to U.S. Government agencies only due to Critical Technology and to prevent Premature Dissemination of Information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil."

SUBMITTAL: Electronic Submission. Due 30 days after completion of technical aspects of program.

DISTRIBUTION – See Section F

(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

(a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.
(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at destination by the Contracting Officer's Representative identified at Section G herein.

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

(a) The term of the contract commences on the effective date and continues through 31 December 2008.

(end of clause)

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with Section C-2.

(end of clause)

F-3 Report Distribution

(a) Defense Technical Information Center

- (1) Email: TR@dtic.mil
(one electronic copy of the Final Technical Report, if unclassified)

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

(b) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Technical Report)

(c) DARPA/CMO
Attn: Mr. Stephen C. Davis
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Stephen.C.Davis@darpa.mil

(d) DARPA/MTO
Attn: Dr. Devanand K. Shenoy

3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Devanand.Shenoy@darpa.mil
(one copy each report)

(e) DARPA/MTO
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)

(f) COR

Attn: Mr. Aaron Lapointe
AMSRD-CER-NV-ST-CMT
10221 Burbeck Road
Fort Belvoir, VA 22060-5806
Phone: 703-704-1827
Email: aaron.lapointe@nvl.army.mil

Note 1: Hard-copy distribution to those persons in C through F shall be for the Final Report only. All other report distributions shall be made through TFIMS.

Note 2: For the Final Technical Report(s), the Contractor must also comply with the distribution requirements of DFARS 252-235-7011, as applicable.

2. Instructions regarding markings may be found in Section C-2.

(end of clause)

F-4 Notice Regarding Late Delivery

(a) In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400 1320 W237 P7G10 2525 DPAC 7 5192 S12136 62702E
AMOUNT: \$5,424,000.00
CIN 00000000000000000000000000000000: \$5,424,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Stephen C. Davis, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4949, e-mail: Stephen.C.Davis@darpa.mil.
(end of clause)

G-2 Electronic Submission of Payment Requests

(a) The Contractor shall contact the contract administration office at DCMA to establish an electronic payment process for this contract. The contract administration office is located at:

DCMA Lockheed Martin Orlando
5600 Sand Lake Road
MP 49
Orlando, FL 32819-8907
Phone: 407-356-2401

G-3 Delegation of Authority for Contract Administration

(a) DCMA Lockheed Martin Orlando, is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
(end of clause)

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of:

Aaron Lapointe
AMSRD-CER-NV-ST-CMT
10221 Burbeck Road
Fort Belvoir, VA 22060-5806
Phone: 703-704-1827
E-mail: aaron.lapointe@nvl.army.mil

Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;
- (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
- (4) Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

(a) Payments under contract line items funded by multiple accounting classification citations shall be made from the earliest available fiscal year funding sources. The earliest assigned ACRN must be fully disbursed before making disbursements from a succeeding ACRN.

(end of clause)

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$ 5,424,000 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 31 December 2007. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$5,424,000 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

G-7 Payment of Cost and Fee

(a) As consideration for the proper performance of work required under this contract, the Contractor shall be paid as follows:

- (1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".
- (2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

(a) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

(end of clause)

H-2 Type of Contract

(a) This is a Cost-Plus-Fixed-Fee completion contract.

(end of clause)

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

(end of clause)

H-4 Export Control Clause

Should this project develop beyond fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community) with military or dual-use applications, the following apply:

1) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals,

if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

2) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.

3) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

4) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(end of clause)

H-5 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:

(b)(4)

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

(end of clause)

H-6 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

(end of clause)

H-7 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 21 May 2007 are incorporated herein by reference.

(end of clause)

H-8 Insurance Schedule

(a) The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

(end of clause)

H-9 Travel

(a) Reimbursement for travel-related expenses shall be in accordance with the Contractor's approved travel policy. The Federal Travel Regulations, Joint Travel Regulations (JTR), and Standardized Regulations as stated in FAR 31.205-46 will be used as a guide in determining reasonableness of per diem costs. Costs for travel shall be allowable subject to the provisions of FAR 31.205-46.

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

(end of clause)

H-10 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With

respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.
(end of clause)

H-11 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

NAME	TOTAL AMOUNT
(b)(4)	

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph 1.
(end of clause)

H-12 Pre-contract Costs

(a) The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment (2).
(end of clause)

H-13 Small Business Subcontracting Plan and Goals

(a) The Contractor's Small Business Subcontracting Plan, dated 1 October 2006, is incorporated herein and made a part of this contract by reference.
(end of clause)

H-14 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. (3).
(end of clause)

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 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
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	Small Business Subcontracting Plan	SEP 2006
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE 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.

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

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 \$0.00 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.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall

disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject

invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

All written notifications/reports required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website (<https://s-edison.info.nih.gov.iEdison/>).

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause.

However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

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.

(End of clause)

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://farsite.hill.af.mil>

(End of clause)

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

(End of clause)

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.

(End of clause)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if--

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) **Submission of reports.** The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(e) **Report format.** The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) **Subcontracts.** The Contractor--

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of clause)

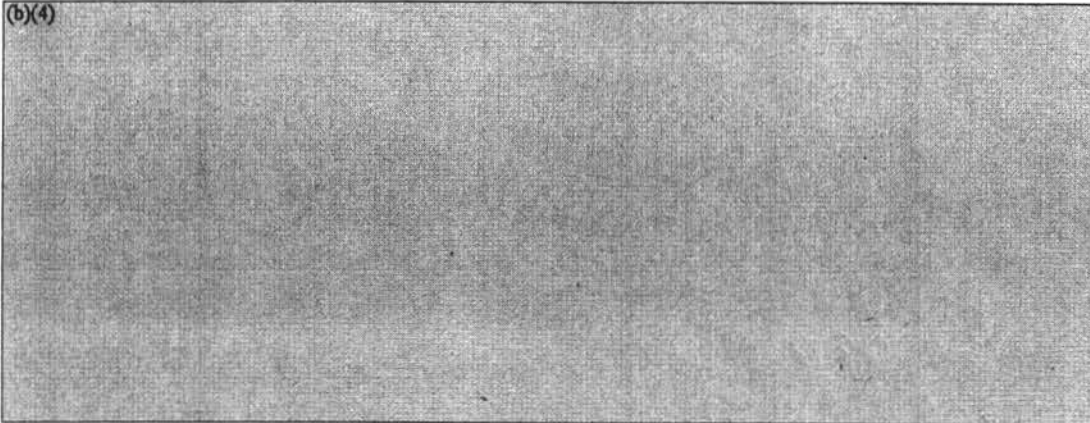
Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work for RIEDAR Program	6	21 May 2007
Attachment 2	Advance Cost Agreement	1	7 May 2007
Attachment 3	Identification and Assertion Of Restrictions on the Government's Use, Release, or Disclosure of Technical Data and Computer Software	2	21 May 2007

A. Introduction

The purpose of this document is to define the Statement of Work (SOW) for the Recognize Improvised Explosive Devices and Report (RIEDAR) as proposed by Lockheed Martin Missiles and Fire Control (LM MFC). This RIEDAR SOW describes the scope of the laser component development effort, scope of the vapor plume modeling effort, and identifies specific tasks to be performed under contract.



B. Applicable Documents

B.1 Government

None.

B.2 Non-Government

"Recognize Improvised Explosive Devices and Report (RIEDAR) Integrated Master Plan (IMP)", Applied Research EDF No. AR0003-P0001, Revision A.

"Recognize Improvised Explosive Devices and Report (RIEDAR) Work Breakdown Structure (WBS)", Applied Research EDF No. AR0003-P0002, Revision A.

"Program Planning, Monitoring, and Control (PPMC)", Lockheed Martin Missiles & Fire Control, Cross Functional Procedure 3-2-053, Dated February 2, 2007.

C. Work Breakdown Structure (WBS) Organization

The RIEDAR WBS is decomposed to the third level as shown in Figure C-1.

(b)(4)



Figure C-1. RIEDAR Program WBS Organization.

D. Laser Component Performance Requirements

LM MFC shall develop and demonstrate a common solid-state laser meeting the performance requirements listed in Table D-1.

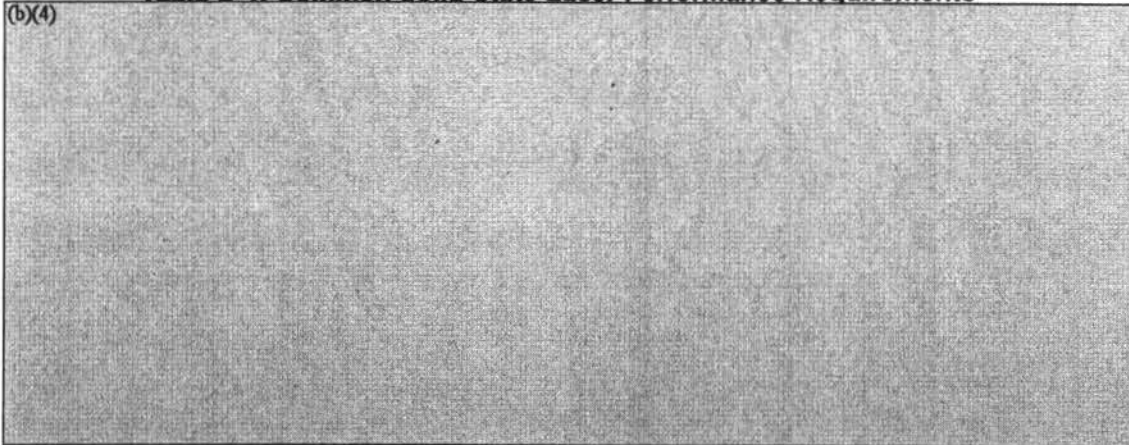
E. Statement of Work

Purpose

This statement of work (SOW) defines the contractor's (LM MFC) responsibility, tasks, deliverables equipment and data requirements for the progressive demonstration of a common solid-state laser component.

Table D-1. Common Solid-State Laser Performance Requirements

(b)(4)



Scope

Furnish the necessary management, personnel, labor, services, documentation, parts, materials, equipment, tools, facilities, and support services required to perform the tasks necessary to invent the common solid-state laser and associated components for development and demonstration in accordance with the requirements of this SOW and the contract.

1.0 RIEDAR System.

The RIEDAR system covers the equipment (hardware/software), systems engineering, systems analysis, simulation, program management, integration and test, and facilities required to develop and demonstrate successful operation of a common solid-state laser.

1.1 Vapor Plume Simulation

The Vapor Plume Simulation covers the activities and software to simulate the spatial and temporal characteristics of a chemical vapor plume.

1.1.1 Simulation Requirements Definition

LM MFC shall establish the objectives and scope of the chemical vapor plume simulation, to define the simulation requirements and concept, develop a simulation plan, identify and define all interfaces, identify scenarios and input conditions, and baseline the simulation and modeling approach. LM MFC shall conduct a Vapor Plume Simulation Approach Review (VPSAR) [IMP Event H] at the completion of the simulation requirements definition.

1.1.2 Vapor Plume Simulation

LM MFC shall simulate the spatial and temporal characteristics of a chemical vapor plume assuming flat terrain with different surfaces to capture the effect of local thermals. The products of the modeling and spectroscopic analysis shall be incorporated into the laser component development. LM MFC shall conduct a Vapor Plume Simulation Results Review (VPSRR) [IMP Event I] at completion.

1.2 Laser Component

(b)(4)

1.2.1 Ruggedized Laser Requirements and Design

LM MFC shall produce a requirements definition for a common solid-state laser that acts as a source for FS-WLC, PF-LIF, and RRaman spectroscopy. The laser shall meet the performance requirements identified in Table D-1. The laser shall be ruggedized and miniaturized sufficient for eventual integration onto a ground vehicle. LM MFC shall develop the functional and physical interface requirements and a preliminary design review package. LM MFC shall conduct a Preliminary Design Review (PDR) [IMP Event D] at the completion of the ruggedized laser requirements definition. LM MFC shall conduct a Critical Design Review (CDR) [IMP Event E] at the completion of the common solid-state laser design.

1.2.2 Ruggedized Pump Laser Assembly

LM MFC shall design, develop, procure, fabricate, assemble, test, and demonstrate all hardware and software related to a pump laser assembly. The semiconductor pump laser shall provide the light that excites atoms in a fiber amplifier, putting them in the right state to amplify light; provide corrections on the beam to improve its quality, alignment, and shape; handover the beam to the UV and WLC Source Assembly; and collect and dispose of waste heat energy. Pump laser assembly activity shall include electrical and fiber optic cables and efforts to improve uniformity of pumping. Also includes isolation during operational modes. LM MFC shall complete checkout and testing of the pump laser to ensure compliance to functional, physical, and technical performance requirements. LM MFC shall complete a PDR and CDR at the pump laser assembly level in support of PDR [IMP Events D] and CDR [IMP Event E].

1.2.3 Ruggedized UV and WLC Assembly

LM MFC shall design, develop, procure, fabricate, assemble, test, and demonstrate all hardware and software related to the UV and WLC source assembly. The UV and WLC source assembly shall provide the hardware and software required for a semiconductor laser that converts the light from the pump laser into UV and WLC light; provide corrections on the beam to improve its quality, alignment, and shape; transmit the beam into the test environment; and collect and dispose of waste heat energy. The UV and WLC source assembly shall also provide isolation during operational modes. LM MFC shall complete checkout and testing of the UV and WLC source assembly to ensure compliance to functional, physical, and technical performance requirements. LM MFC shall complete a PDR and CDR at the UV and WLC source assembly level in support of PDR [IMP Events D] and CDR [IMP Event E].

1.2.4 Integration and Demonstration

LM MFC shall integrate and demonstrate the common solid-state laser. LM MFC shall perform efforts associated with the replacement/modification of surfaces, structures, equipment, parts, and materials required to join/mate/assemble the laser assemblies

Demonstration of the laser on a ground vehicle is outside of the scope of this statement of work.

into a common solid-state laser component. LM MFC shall design, develop, fabricate, procure, and assemble the hardware required to power and cool the pump laser and UV/WLC sources during the common solid-state laser operation, and dispose of the waste heat at a rate necessary to meet operational requirements. LM MFC shall complete checkout and testing of the common solid-state laser component to ensure compliance to functional, physical, and technical performance requirements. LM MFC shall demonstrate the RIEDAR laser component at the contractor's facility. LM MFC shall conduct a Test Readiness Review (TRR) [IMP Event F] prior to the initiation of the common solid-state laser testing. LM MFC shall conduct a preliminary and a final Laser Performance Demonstration (LPD) [IMP Event G] at the contractor's facility to demonstrate requirements compliance.

1.3 Laser Lab Facility

LM MFC shall perform the conversion of the laboratory facilities required for the laser component.

1.4 Program and Data Management

LM MFC shall perform the program management activities to ensure performance to the contract and this SOW. LM MFC shall establish and maintain an integrated product team (IPT) at the program level to ensure coordinated actions between managers/deputy managers of Level 2 elements and other personnel. LM MFC shall perform subcontract management covering order placement and administration. LM MFC shall prepare a Safety Program Plan, perform Hazard Analysis, and issue Safety Assessment Reports. LM MFC shall conduct a post award conference meeting [IMP Event B], start-up review [IMP Event C], quarterly reviews [IMP Event J], and weekly staff teleconferences. LM MFC shall write/draw, assemble, reproduce, package, and ship the information required in the Contract Data Requirements List. LM MFC shall perform business and finance control, develop and maintain team budgets, track and report performance, and resolve financial issues.

F. Program Data Requirements

LM MFC shall develop and deliver engineering and management data as required in the Contract.

G. Residual Material

At the end of the contract, residual material produced, but not otherwise delivered in the laser component demonstrator, shall become the property of the Government.

H. Acronyms

BAA	Broad Area Announcement
CDRL	Contract Data Requirements List
DARPA	Defense Advanced Research Projects Agency
EDF	Engineering Design File
FS-WLC	Femtosecond White Light Continuum
LM	Lockheed Martin
MFC	Missiles and Fire Control

Attachment 1
Statement of Work for RIEDAR Program

Page 6 of 6
Dated 21 May 2007

MTO Microsystems Technology Office
PF-LIF Photo-Fragmentation Laser Induced Fluorescence
RRaman Resonance Raman
TBD To Be Determined

Advance Cost Agreement
Between
Lockheed Martin Corporation - Missiles and Fire Control (LMMFC)
and
Defense Advanced Research Projects Agency (DARPA)

The undersigned parties are currently engaged in negotiation of contract HR0011-07-C-0070. The parties agree that in the event a contract results from the negotiations, all LMMFC precontract costs associated with those activities identified herein shall be allowable to the extent they would have been allowable if incurred after the effective date of the contract. Precontract costs are defined as all costs, not in excess of \$140,000, incurred by LMMFC prior to a contract award and in direct support of the following activities.

1. Initiate refinement of the system concept requirements
2. Purchase order to start laboratory activities
3. Review Ruggedized Laser System Specification
4. Review Ruggedized Pump Laser Derived System Specification

Any precontract costs incurred by LMMFC will be considered part of the negotiated total CPFF amount and will not be considered separately from, or in addition to, the total amount of the basic contract. The parties also specifically agree that the government shall not accept any benefit of the contractor's efforts, give no direction or encouragement, and make no payments until any contract is awarded.

If no contract results from the negotiations, LMMFC is solely responsible for any incurred costs. No incurred costs shall be used as the basis of a claim or cause of action against, or construed as an obligation of, the Government. LMMFC hereby waives and releases the Government from any such claim, cause of action or obligation.

The parties further agree that a clause incorporating the terms hereof shall be included in the contract.

For LMMFC:

For DARPA:

//signed//

(b)(4)

//signed//

STEPHEN C. DAVIS
Contracting Officer

Date: 7 May 2007

Date: 7 May 2007

Attachment 3
Identification and Assertion of Restrictions
on the Government's Use, Release, or Disclosure
of Technical Data or Computer Software

Page 1 of 2

Dated 21 May 2007

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(b)(4)			

Attachment 3

Page 2 of 2

**Identification and Assertion of Restrictions
on the Government's Use, Release, or Disclosure
of Technical Data or Computer Software**

Dated 21 May 2007

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date: 21 May 2007
Printed Name and Title: (b)(4)

Signature: (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			U	1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11-Jun-2007	4. REQUISITION/PURCHASE REQ. NO. W23734	5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN ORLANDO 5800 SAND LAKE RD MP 49 ORLANDO FL 32819-5507	CODE S1005A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION MISSILES AND FIRE CONTROL 5800 SAND LAKE ROAD ORLANDO FL 32819			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-07-C-0070	
			X 10B. DATED (SEE ITEM 13) 01-Jun-2007	
CODE 04939			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfasca07794 The purpose of this modification is to change the COR to Alan Hays. See Page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Steve.Davis@darpa.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)		11-Jun-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified as highlighted in bold:

F-3 Report Distribution

(a) Defense Technical Information Center

- (1) Email: TR@dtic.mil
(one electronic copy of the Final Technical Report, if unclassified)

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

(b) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Technical Report)

(c) DARPA/CMO
Attn: Mr. Stephen C. Davis
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Stephen.C.Davis@darpa.mil

(d) DARPA/MTO
Attn: Dr. Devanand K. Shenoy
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Devanand.Shenoy@darpa.mil
(one copy each report)

(e) DARPA/MTO
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy each report)

(f) COR

Attn: Mr. Alan Hays
US Army RDECOM CERCOM
10221 Burbeck Road
Fort Belvoir, VA 22060-5806
Phone: (703) 704-2820

Email: alan.hays@nvl.army.mil

Note 1: Hard-copy distribution to those persons in C through F shall be for the Final Report only. All other report distributions shall be made through TFIMS.

Note 2: For the Final Technical Report(s), the Contractor must also comply with the distribution requirements of DFARS 252-235-7011, as applicable.

2. Instructions regarding markings may be found in Section C-2.

(end of clause)

2. SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified as highlighted in bold:

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of:

Alan Hays
US Army RDECOM CERCOM
10221 Burbeck Road
Fort Belvoir, VA 22060-5806
Phone: (703) 704-2820
E-mail: alan.hays@nvl.army.mil

Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

(b) Technical direction shall not include any direction which:

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

(4) Changes any of the stated terms, conditions, or specifications of the contract.

(end of clause)

3. Except as specified above, the terms and conditions of Contract No. HR0011-07-C-0070 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 100072	3. EFFECTIVE DATE 22-Oct-2007	4. REQUISITION/PURCHASE REQ. NO. W23734	5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR ARLINGTON VA 22209-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN ORLANDO 5808 SAND LAKE RD MP 48 ORLANDO FL 32818-8807	CODE S1005A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION MISSILES AND FIRE CONTROL 5800 SAND LAKE ROAD ORLANDO FL 32818			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-07-C-0070
			X	10B. DATED (SEE ITEM 13) 01-Jun-2007
CODE 04839			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfaasca0873 The purpose of this modification is to add a DD Form 254 to the Contract. See Page 2.				
<p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen C. Davis, PCO TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil	
15B. DATE SIGNED (b)(4)			16B. UNITED STATES OF AMERICA (b)(6)	
23 Oct 07			10/24/07	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work for RIEDAR Program	6	21 May 2007
Attachment 2	Advance Cost Agreement	1	7 May 2007
Attachment 3	Identification and Assertion Of Restrictions on the Government's Use, Release, or Disclosure of Technical Data and Computer Software	2	21 May 2007

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work for RIEDAR Program	6	21 May 2007
Attachment 2	Advance Cost Agreement	1	7 May 2007
Attachment 3	Identification and Assertion Of Restrictions on the Government's Use, Release, or Disclosure of Technical Data and Computer Software	2	21 May 2007
Attachment 4	DD Form 254	4	21 Sept. 2007

2. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0070 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			U	1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 09-Nov-2007	4. REQUISITION/PURCHASE REQ. NO. W23734	5. PROJECT NO. (if applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN ORLANDO 5800 SAND LAKE RD MP 40 ORLANDO FL 32819-8607	CODE S1005A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION MISSILES AND FIRE CONTROL 5800 SAND LAKE ROAD ORLANDO FL 32819			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-07-C-0070	
			X 10B. DATED (SEE ITEM 13) 01-Jun-2007	
CODE 04939	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfasca08108 The purpose of this modification is to add clause 52.227-1 A1 to the Contract, per Contractor's email dated 29 October 2007. See Page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4049 EMAIL: Stephen.C.Davis@darpa.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6)		08-Nov-2007
		(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.227-1 Alt I Authorization And Consent (Jul 1995) - Alternate I APR 1984

2. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0070 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 3
2. AMENDMENT/MODIFICATION NO. FD0004	3. EFFECTIVE DATE 21-Dec-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HF0011	7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN ORLANDO 5600 SAND LAKE RD MP 48 ORLANDO FL 32819-8807		CODE	S1005A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION MISSILES AND FIRE CONTROL 5600 SAND LAKE ROAD ORLANDO FL 32819				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HF0011-07-C-0070
				X	10B. DATED (SEE ITEM 13) 01-Jun-2007
CODE 04939	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfalesca08245 The purpose of this modification is to provide incremental funding in the amount of \$7,313,523 (AO W237/57) to the Contract. See Pages 2-3.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA E (b)(6)		16C. DATE SIGNED 21-Dec-2007
			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO		AMOUNT
000102	Funding for CLIN 0001	
	AO No. W237/57	
	ACRN AB	\$7,313,523.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a.) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$7,313,523.00 from \$5,424,000.00 to \$12,737,523.00.

b.) SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1320 W237 P8G10 2525 DPAC 8 5024 S12136 62702E

Increase: \$7,313,523.00

Total: \$7,313,523.00

c.) The following have been modified as highlighted in bold:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$12,737,523** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through **31 December 2008**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$12,737,523** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. **CLIN 0001 is henceforth fully funded.**
(end of clause)

3. Except as modified above, the terms and conditions of Contract No. HR0011-07-C-0070 shall remain unchanged and in full force and effect.
(End of Summary of Changes)