

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 28		
2. CONTRACT (Proc. Inv. Adv.) NO. HR0011-09-C-0052		3. EFFECTIVE DATE 03 Apr 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. Y-42/00			
5. ISSUED BY DARPA CNO ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) OCWA PRATT AND WHITNEY 400 MAIN STREET MS 115-82 EAST HARTFORD CT 06108-0900		CODE S0708A		
7. NAME AND ADDRESS OF CONTRACTOR (Use street city, county, state and zip codes) UNITED TECHNOLOGIES CORPORATION 400 MAIN ST EAST HARTFORD CT 06108-0900			8. DELIVERY [] FOB ORIGIN [X] OTHER (See Preface)		9. DISCOUNT FOR PROMPT PAYMENT r/n		
CODE 82081 FACILITY CODE			10. SUBMIT INVOICES 1 ITEM (If contract order addresses specified) TO THE ADDRESS SHOWN IN: Section 9				
11. SHIP TO/MARK FOR APPLACETA MAJOR DAVID HOPPER BLOOD 18 ROOM D087 1880 FIFTH ST WPAFB OH 45438		CODE FA8880	12. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182288 COLUMBUS OH 43218-2288		CODE H00337		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)(X) [] 41 U.S.C. 253(c)(X)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					62,789,827.00		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and contract.) (Contractor is not required to sign this document.)			18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number				
19A. NAME AND TITLE OF SIGNER Sam Harriet Senior Contract Administrator			20A. NAME OF CONTRACTING OFFICER CHRISTOPHER L. GLISTA TEL: (571) 218-4405 EMAIL: Christopher.Glista@arpa.mil				
19B. NAME OF CONTRACTOR Pratt & Whitney Division		19C. DATE SIGNED 4/02/09	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 4/15/09		

Section B - Supplies or Services and Prices

<u>CONTRACT LINE ITEM (CLIN) NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL EST. COST PLUS FIXED FEE</u>
0001	VULCAN - Phase I CPFF The Contractor shall perform the Vulcan Program, Phase I in accordance with Attachment No. 1 - Statement of Work entitled, "Phase I - Vulcan System Concept Definition", and Section C-1 of the Contract. Technical data, reports, and other deliverables are not separately priced and shall be provided to the Government in accordance with Sections C-2, F-2, F-3, and Attachment No. 1 of the Contract. FOB: Destination	(b)(4)	(b)(4)	\$2,769,527.00
000101	Funding for CLIN 0001 CPFF FOB: Destination AO No. Y142/00			
	ACRN AA:			\$2,769,527.00

Section C - Descriptions and Specifications

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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 (CLIN) 0001, in accordance with Attachment No. 1 - Statement of Work entitled "Vulcan -Phase I".
- (b) Phase II: Prior to the expiration of the term of the Basic Contract, the Government shall both evaluate the research results of Phase I against a set of Government Go/No-Go Criteria for Phase II as stipulated in Attachment No. 2 and the Contractor's Phase II proposal described in Section C-2 (a)(3), and determine whether research work shall continue into the next phase.

(end of clause)

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables 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

(2) FINAL TECHNICAL REPORT FOR PHASE I

This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. 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, August 1998

(3) PHASE II PROPOSAL

The Contractor shall prepare and deliver a full cost and technical proposal for Phase II seven (7) months after the Contract effective date for the Government's consideration. The Phase II proposal shall consist of the Phase I final review deliverables, an updated Phase II Statement of Work, Integrated Master Schedule (IMS) and Cost Estimate to Work Breakdown Structure (WBS) level 4 detail, and an updated management and staffing plan. Each test and demonstration must be a uniquely described and priced WBS element. The Phase II proposal shall use the same WBS established with the Phase I proposal and this WBS should be used to link the IMS and cost. The Contractor shall also include an update to the Phase III program plan to WBS level 3 and Phase IV program plans to WBS level 2.

(4) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES

The Contractor shall also deliver those items listed in Contract Attachment No. 1 - Statement of Work, as applicable. The Contractor shall adhere to the schedule, as applicable, contained in the Statement of Work. Presentation materials (hard and soft copy) for all briefings given to the Government shall be provided in the Contractor's format.

(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
Tactical Technology Office (TTO)
Program: VULCAN – Phase I
ARPA Order No. Y142/00
Issued by DARPA/CMO under Contract No. HR0011-09-C-0052

(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 an appropriate Distribution Statement.

(4) Distribution Statement B applies. "Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil.

(end of clause)

Section D - Packaging and Marking

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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

(a) Inspection and acceptance of the supplies or services to be furnished under this contract shall be made at destination by the Contracting Officer's Representative identified in Section G herein.

(b) The DD Form 250 – Material Inspection and Receiving Report will be required for the Final Technical Report for Phase I only.

(end of clause)

CLAUSES INCORPORATED BY REFERENCE

52.246-9 Inspection Of Research And Development (Short Form)
252.246-7000 Material Inspection And Receiving Report

APR 1984
MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I
52.247-34 F.O.B. Destination

APR 1984
NOV 1991

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F-1 Term of Contract

(a) The term of the contract commences on April 3, 2009 and continues through December 2, 2009, eight (8) months. *

* An Authorization to Incur Pre-Award Costs was issued to the Contractor on March 9, 2009 (see Attachment No. 6 - Advance Agreement to Incur Pre-Award Costs under Contract HR0011-09-C-0052).

(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 the following:

<u>CLIN No.</u>	<u>Description</u>	<u>Due Date (on or before)</u>
0001	R&D Status and Financial Report *	Monthly, no later than 10 days after the end of the Contractor's monthly accounting period
0001	Final Technical Report for Phase I *	Upon Completion of Phase I
0001	Phase II Proposal *	Seven (7) months after the Contract effective date
0001	Additional Miscellaneous Data Deliverables *	See Attachment No. 1 - Statement of Work
	* NSP - Not Separately Priced	

(end of clause)

F-3 Report Distribution

(a) DARPA/Tactical Technology Office (TTO)
Attn: Dr. Thomas Bussing, Program Manager (PM)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Thomas.Bussing@darpa.mil
(one copy each report and deliverable)

(b) AFRL/RZTA
Attn: Maj David Hopper, Contracting Officer's Representative (COR)
Bldg 18, Room D027
1950 Fifth St
Wright Patterson AFB, OH 45433
Email: David.Hopper2@wpafb.af.mil
(one copy each report and deliverable)

(c) DARPA/Tactical Technology Office (TTO)
Attn: Assistant Director, Program Management (ADPM)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-tto@darpa.mil
(one copy of the R&D Status Reports and Final Report)

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

(e) 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)

(f) DARPA/Contracts Management Office (CMO)
Attn: Chris Glista, Contracting Officer (PCO)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: reportscg@darpa.mil
(one copy each report - electronic preferred)

Note 1: (a) through (e) - submission of unclassified materials only. Submission of classified materials shall be coordinated through DARPA/ SID and/or Dr. Thomas Bussing, DARPA/TTO, in accordance with the attached DD Form 254, as applicable.

Note 2: For the Final Technical Report for Phase I, the Contractor must also comply with the distribution requirements of DFARS 2523235-7011, as applicable.

(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: 9780400 1320 Y142 P8G10 2525 DPAC 8 5402 S12136 62702E
AMOUNT: \$2,769,527.00
CIN 00000000000000000000000000000000: \$2,769,527.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

- (a) The Procuring Office Representative is Chris Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, e-mail: christopher.glista@darpa.mil.
- (b) 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)

G-2 Electronic Submission of Payment Requests

- (a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow - Receipt and Acceptance (WAWF):
- (1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:
<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>. This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

(2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.

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

WAWF Invoice Type:	Select Cost Voucher
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S0708A
Service Approver DoDAAC (Cost Voucher)	S0708A
DCAA Office DoDAAC	HAA074
Paying Office DoDAAC	HQ0337

(c) Cost Vouchers from Contractors approved by DCAA for direct billing will be directly routed to DFAS. Cost Vouchers from Contractors not approved for direct billing will be routed to DCAA for approval before the Cost Voucher is routed to DFAS. All Final Cost Voucher submissions will be routed to the Service Approver for approval. The DCAA office for this award is:

DCAA Pratt & Whitney Resident Office
 400 Main Street
 East Hartford, CT 06108
 DoDAAC: HAA074

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

Name	E-mail	Phone	Role
David Hopper	David.Hopper2@wpafb.af.mil	(937) 255-7070	Contracting Officer's Representative
Chris Glista	Christopher.Glista@darpa.mil	(571) 218-4405	Primary Contracting Officer

G-3 Delegation of Authority for Contract Administration

(a) DCMA Aircraft Propulsion Operations – Pratt and Whitney, 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 Major David Hopper, Turbine Engine Division (AFRL/RZT), 1950 5th Street, WPAFB, OH 45433, telephone (937) 255-7070, e-mail: david.hopper2@us.af.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.

(c) A copy of the Contracting Officer's Representative Letter is incorporated into the Contract as Attachment No. 2 under Section J.

(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 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 REFERENCE

52.204-2 Security Requirements

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract

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

(end of clause)

H-2 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.

(c) All public release and dissemination of information is also subject to DFARS 252.235-7010.

(end of clause)

H-3 Key Personnel

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

Name of Person	Role	Company	Percentage of Time Dedicated to VULCAN
(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-4 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-5 Invention Disclosures and Reports

(a) All written communications required by DFARS 52.227-7038 "PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)" (Dec 2007) shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website: <https://a-edison.info.nih.gov/iEdison/>.

(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated January 22, 2009 and the Contractor's Online Representations and Certifications with validity of December 12, 2008 through December 12, 2009 are incorporated herein by reference.

(end of clause)

H-7 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-8 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-9 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.

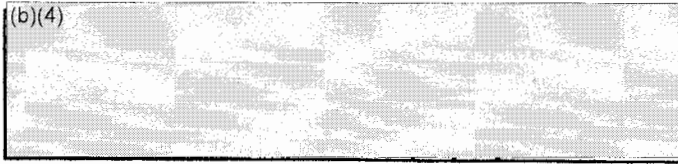
(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other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

(end of clause)

H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (JUN 2007)," FAR 52.244-2(j), the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

NAME OF SUBCONTRACTOR	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 (a).

(c) The Contractor may deviate from the "total amount" shown above by 5.00% (\$66,818) without the prior written approval of the Contracting Officer. Any such deviation shall result in no increase to the Total Estimated Cost-Plus-Fixed-Fee amount.

(end of clause)

H-11 Small Business Subcontracting Plan and Goals

(a) The Contractor's Comprehensive Small Business Subcontracting Plan, dated October 6, 2008, is incorporated herein and made a part of this contract by reference.

(end of clause)

H-12 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)

H-13 Consultants

(a) The contractor is authorized to use the following consultants to the extent indicated:

<u>Name</u>	<u>No. of Hours</u>	<u>Rate</u>	<u>Total Amount</u>
-------------	---------------------	-------------	---------------------

NO CONSULTANTS AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (a).

(end of clause)

H-14 Export Control Clause

(a) 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.

(b) 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.

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

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

(end of clause)

H-15 Military Security Classification

(a) A copy of the DD 254 is incorporated into the Contract as Attachment No. 5 under Section J.

(end of clause)

H-16 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 to Authorize Incurrence of Pre-Award Costs dated March 9, 2009, a copy of which is incorporated into the Contract as Attachment No. 6 under Section J.

(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 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation)	APR 2008
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
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008

52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000

252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 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)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of

this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541712- assigned to contract number HR0011-09-C-0052.

(Contractor to sign and date and insert authorized signer's name and title).

(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 zero 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.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

See Section H-10

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

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

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

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

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

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

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

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

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

See Section H-10

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR0011-09-C-0052. This may be confirmed by contacting Chris Glista at (571) 218-4405."

(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 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)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency under Contract No. HR0011-09-C-0052.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>DATE</u>
Attachment 1	Statement of Work	06-FEB-2009
Attachment 2	COR Letter	13-JAN-2009
Attachment 3	Technical Data Rights Assertions	12-FEB-2009
Attachment 4	Go/No-Go Criteria	13-FEB-2009
Attachment 5	DD254	03-MAR-2009

Vulcan Program Statement Of Work (SOW)

Introduction

DARPA is seeking innovative propulsion system solutions for full scale hypersonic vehicles. One approach, designated Vulcan, combines an existing supersonic turbine engine with a Constant Volume Combustion (CVC) engine. A Vulcan engine would be an air breathing engine capable of accelerating a hypersonic vehicle from sea level static conditions up to the Mach 4+ speed range. The Vulcan program is to design, build, and ground test the Vulcan system in four phases. This is the SOW for the first phase of the Vulcan program. The numbering system of the SOW requirements listed below is consistent with the Integrated Master Schedule (IMS) and the tasks identified in the cost volume Work Breakdown Structure (WBS).

SOW

1 – Vulcan Program

1.1 – Phase I of the Vulcan Program

1.1.1 Develop the System Requirements for the Operational Vulcan Engine System

Task:

Starting from a notional engine system definition and the DARPA nontradable requirements, the contractor shall conduct rigorous air vehicle integration and technology trades to develop a final Vulcan System Requirements definition. Additional system level requirements will be generated and allocated as appropriate to the component and subcomponent levels. Phase I requirement definition will result in an initial Systems Requirement Document (SRD).

Deliverables:

Progress on trade studies and system design will be reported at the Interim Design Review (IDR) scheduled for three month after Authorization To Proceed (ATP).

A Conceptual Design (CoD) of the Vulcan Engine shall be generated. Based on the CoD of the Vulcan Engine the contractor will use systems engineering to flow design, requirements, and functions necessary to achieve the predicted Vulcan system performance. A CoD and SRD shall be delivered at a Conceptual Design Review/System Requirements Review (CoDR/SRR) to be held 6 months after ATP.

1.1.2 Develop the Phase IV Demonstration System Design

Task:

The predicted performance of the Vulcan Engine Phase IV Demonstration System (at a minimum to include the CVC, turbine and the flow path switching inlet and nozzle), derived from the Operational Vulcan System of Task 1.1.1 above, shall meet the demonstration objectives and deliver the nontradable requirements listed in the Phase II Go/No Go Metrics.

Deliverable:

A SRD for the Vulcan Engine Phase IV demonstration system (at a minimum to include the CVC, Turbine, flow path switching inlet and flow path switching nozzle) shall be delivered at the (CoDR/SRR) to be held 6 months after ATP.

1.1.3 Develop the System Requirements and a Conceptual Design for the Phase III Demonstration System

Working from the results of Task 1.1.2, the contractor shall develop the system requirements, including initial SRD, and a conceptual design for the full scale Phase III Demonstration System (to include the CVC engine and the flow-path switching inlet and nozzle). The CVC demonstrator engine shall be directly traceable to the operational Vulcan engine.

Deliverable:

A SRD for the Vulcan Engine Phase III demonstration system (at a minimum to include the CVC and the flow path switching inlet and nozzle) shall be delivered at the CoDR/SRR to be held 6 months after ATP.

1.1.4 Develop the Critical Technology Development Plan (CTDP)

Task:

Starting from the initial CTDP submitted in the proposal, the contractor shall update the CTDP at the IDR. A final CTDP will be developed based on the Vulcan CoD that is chosen and shall address at risk reduction activities in Phase II through IV of the program based on the total Vulcan system requirements.

Deliverables:

An update to the CTDP shall be delivered at IDR to be held three months after ATP.

A final CTDP that includes a risk assessment, risk management and mitigation plans, system and segment risk waterfalls, test and demonstration quantifiable success metrics, and a Master Demonstration Schedule shall be delivered at the CoDR/SRR to occur six months after ATP.

1.1.5 Preliminary Engine Performance Model

Task:

The contractor shall generate a preliminary performance model of the Vulcan engine. The performance model will include the entire Vulcan engine and at a minimum shall include subsystems for the CVC engine cycle, turbine engine cycle, inlet, and nozzle. A ramjet performance model will also be provided in the model for comparison of performance.

Deliverables:

The Vulcan Engine Performance Model shall be developed based on the Vulcan Engine CoD and include the CVC, Turbine and the flow path switching Inlet and Nozzle. The model will be used to model the performance of the Vulcan Engine and shall provide information to characterize its origin, methodology, development, validation, and extension to systems engineering processes. The Vulcan Engine Performance Model shall be delivered at the CoDR/SRR to be held six months after ATP.

A pure ramjet performance model shall be provided as a baseline for comparison and shall be delivered at the CoDR/SRR to be held six months after ATP.

1.1.6 Updated Phase II Program Plan and Proposal

Task:

The contractor shall prepare a Phase II program plan as part of the SRR/CoDR preparation. The program plan shall include a Phase II master demonstration schedule, a Phase II organization chart and staffing plan and an updated ROM Phase II cost including the cost for each major demonstration risk reduction event.

The contractor shall prepare an update to the Phase II cost proposal to WBS level four, at a minimum, that matches the Phase II SOW and IMS. The proposal update should include proposals for each of the Phase II subcontractors and include a breakout of the cost for each major demonstration risk reduction event. The updated proposal should also include an updated ROM cost for Phase III and IV.

Deliverables:

The Phase II program plan will be delivered as part of the CoDR/SRR that occurs six months after ATP.

The contractor shall submit an updated Phase II cost proposal including an updated Phase II SOW now broken down to a Level 4 WBS, with an updated management and staffing plan. The contractor shall provide the cost proposal, SOW and Integrated Master Schedule (IMS) that use the same WBS. An updated ROM cost and plan for Phase III to WBS Level 3 and a Phase IV program plan to WBS level II shall be submitted with this proposal.

1.1.7 Phase I Reporting

Task:

The contractor shall hold an IDR 3 months after program award to review progress on trade studies, Phase IV system design, Phase III CVC demonstrator requirements and design, the CTDP, and Vulcan engine performance modeling.

the contractor shall hold a Phase I Final Review 6 months after program award. At the Final Review, the contractor shall hold a SIR to define the system requirements and design for both the Vulcan engine system Phase IV demonstration design and the Phase III CVC demonstration engine. Additionally, at the Phase I Final Review, the contractor shall provide the Vulcan engine system. Component Technology Development Plan (CTDP) and Vulcan engine performance model.

Deliverables:

The contractor shall submit monthly technical and financial reports.

A Kickoff Meeting shall be held within one month of ATP and the kickoff review package shall be delivered.

The IDR package to include all deliverables due at the IDR will be delivered three months after ATP.

The contractor shall provide computer animation of the notional operation of the Vulcan engine to include the transition from turbine only to simultaneous turbine/CVC and CVC only across the trajectory from Mach 0 to 4+.

The contractor shall provide four sets of SLA scale models of the Vulcan Engine.

The CoDR/SRR package to include all deliverables due at the CoDR/SRR will be delivered six months after ATP.

A final report of the Phase I effort will be delivered eight months after ATP.

1.1.8 Program Management

Task:

The contractor shall provide manpower and resources to execute the Phase I SOW. This shall include a monthly status phone call to discuss the technical and financial status of the program.

Deliverables: None

January 13, 2009

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM: DARPA, Contracts Management Office

TO: Major David Hopper
AFRL/RZTA Bldg 18 Room D027
1950 Fifth St
WPAFB, OH 45433
David.Hopper2@wpafb.af.mil

SUBJECT: Appointment as Contracting Officer's Representative (COR)

1. You are hereby appointed as the Contracting Officer's Representative for the VULCAN Program - Phase I:

Contract Number: HR0011-09-C-0052, Pratt & Whitney

2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:
- a. Furnish plans, schedules, specifications, descriptions, and other documents to the contractor as required by the contract.
 - b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the contracting officer for resolution.
 - c. Provide Government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.
 - d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the contracting officer any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance. In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.

3. In your dealings with the contractor you must not give technical direction as though the contractor's employees are Government employees. You must maintain a formal, arms-length relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a Government facility, then to the maximum extent practicable, the contractor's work area should be physically separated from areas in which Government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the Government that a contractor be required to do anything that is not included in the contract.
4. You are responsible for providing prompt notification to the contracting officer any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.
5. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which would exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/ statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the contracting officer. You shall also inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.
6. Specific duties in addition to those above are as follows:
 - a. Control all government technical interfaces with the contractor.
 - b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.
 - c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the contracting officer for appropriate action.
 - d. Review and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.
 - e. Provide required review of Patent/Invention Disclosures made in I-Edison (<http://www.iedison.gov>).
 - f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must

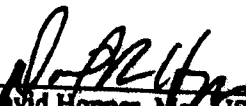
include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:

- Reports required per the contract, e.g. interim and final technical or patent reports
 - Memoranda for Record documenting important contract discussions
 - Records of formal meetings, e.g. post award conference, program reviews, etc.
- g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.
7. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately and provide a copy of the training certificates so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at www.dau.mil.
8. Your appointment as COR for this effort expires upon final disposition of the contract.
9. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

(b)(6)

Christopher L. Glista
Contracting Officer

1/13/09
Date


David Hopper, Maj, USAF
Contracting Officer's Representative

13 Jan 09
Date

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

(b)(4)			
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)

GO AND NO-GO CRITERIA FOR VULCAN PROGRAM PHASE II

In order for the Government to evaluate the effectiveness of proposed solutions in achieving the stated program objectives, Go and No-Go criteria have been established to measure whether program objectives have been met. These Go and No-Go criteria along with Phase II proposal content will serve as the basis for determining whether satisfactory progress is being made to warrant continued performance into the next phase. As the design of the Vulcan engine and its subsystems mature, additional quantifiable metrics will be defined for the follow-on phases.

The Go and No-Go requirements for Phase II and all follow-on phases shall be based upon meeting the non-tradable requirements, listed below, at the Vulcan engine system level. The way in which these criteria must be met will have increasing fidelity as the design matures.

PHASE II GO/NO GO CRITERIA

- Final Phase IV Demonstration System Design meets the demonstration objectives and required performance curves in Figure 1 and 2 by simulation or analysis.
- Final CTRDP identifies all Phase II-IV risk reduction activities and includes quantifiable success metrics for each test/demonstration
- Initial Vulcan engine performance model that can be used to generate engine performance adequate to meet the performance objectives.

NON-TRADABLE REQUIREMENTS FOR THE VULCAN SYSTEM

- A CVC engine(s) will be developed as an element of the Vulcan engine
- An existing production Turbine Engine will be another element of the Vulcan engine
 - Must use an existing, production engine from the following list: the F100-229, F110-129, F119 or F414. A Government provided, General State-of-the-Art Generic Engine Description may be used.
- Notional uninstalled thrust for the hypersonic vehicle is to be provided by one or more Vulcan engines and must be greater than the values outlined in Figure 1
- Notional vehicle flight path to be met or exceeded on a trajectory to Mach 4 is outlined in Figure 2
- CVC engine must be able to operate on fuel qualified for the turbine engine and must at least be capable of throttling between half and full power
- Design must include a Turbine Engine cocooning architecture and restart capability
- Full scale Vulcan engine must be capable of:
 - Demonstrating in three modes with continuous operation between Mach 0 to 4+: Turbine only, Turbine & CVC engine, and CVC engine only
 - Demonstrating an efficient combined inlet architecture
 - Demonstrating an efficient combined nozzle architecture

	Vulcan	Turbine	CVC
Mach Number	Uninstalled Thrust (lbs)	Uninstalled Thrust (lbs)	Uninstalled Thrust (lbs)
0	80,000	80,000	-
1.5	90,000	80,000	10,000
2.0	70,000	60,000	10,000
3.0	50,000	-	50,000
4.0	50,000	-	50,000

Figure 1. Total Uninstalled Thrust Curve for Notional Hypersonic Vehicle

Trajectory

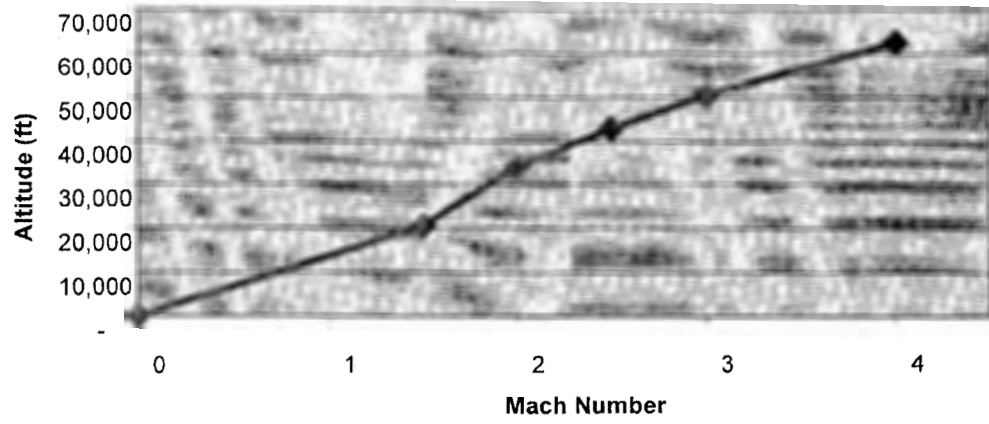


Figure 2. Flight Trajectory of Notional Vehicle to maintain ($Q = 1,500 \text{ lb/ft}^2$)

~ End ~

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WITHHELD IN TOTAL

FOIA EXEMPTION (b)(2)



**DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714**

Pratt & Whitney
A United Technologies Company
Attn: Mr. Sam Harriat
400 Main Street
East Hartford, CT 06108

Reference: The Pratt & Whitney "Vulcan" Proposal dated September 26, 2008

Subject: **AUTHORIZATION TO INCUR PRE-AWARD COSTS**

The Defense Advanced Research Projects Agency (DARPA), Contracts Management Office (CMO), has received a valid and properly funded procurement request, in support of performance of the referenced proposal. DARPA anticipates awarding a contract (cost-plus-fixed-fee) to Pratt & Whitney (A United Technologies Company) for this effort.

Since the DARPA Contracting Officer has determined that incurrence of costs prior to the effective date of the anticipated contract is necessary to ensure compliance with the proposed schedule, the Government and the Contractor agree as follows:

FIRST: In the event a contract is awarded, pre-award costs, not to exceed \$500,000 shall be allowable under the Contract, provided that the individual costs therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred during the period March 5, 2009 through May 4, 2009; and,
- (c) incurred specifically and exclusively to accomplish the effort described in the referenced proposal.

SECOND: Contract specifications and price shall be agreed to by the earlier of:

- (a) May 4, 2009; or
- (b) the date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$500,000.

THIRD AND FINALLY: It is the intention of the Government to award a contract to the Contractor, subject to final agreement on contract terms, specifications and price, which contract shall incorporate this Advance Agreement. It is understood and agreed by both parties that this Agreement concerns the treatment of pre-award costs in the event of award of a contract. This Agreement does not require the Contractor to incur

any such costs, and any costs incurred are at the risk of the Contractor, pending the award of a contract.

For the Contractor:



Sam Harriat
Senior Contracts Manager

March 9, 2009

Date

For the Government:

(b)(6)

Christopher L. Glista
Contracting Officer

3/13/09

Date