

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 22		
2. CONTRACT NO. (Proc Inst Ident) HR0011-09-C-0096		3. EFFECTIVE DATE 29 Jun 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO X659/00/01				
5. ISSUED BY DARPA CNO ATTN: MICHAEL D. BLACKSTONE 3701 N. FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011		6. ADMINISTERED BY (If other than Item 3) DCMA LOCKHEED MARTIN ORLANDO 5600 SAND LAKE RD MP 49 ORLANDO FL 32819-8907		CODE S1005A		
7. NAME AND ADDRESS OF CONTRACTOR (No street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION 5600 W SAND LAKE RD MP125 ORLANDO FL 32819-8907				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
				9. DISCOUNT FOR PROMPT PAYMENT N/A				
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section 0		
CODE 04939		FACILITY CODE						
11. SHIP TO/MARK FOR OFFICE OF NAVAL RESEARCH 314 GRAFF 876 N. RANDOLPH STREET ONR CODE 35 ARLINGTON VA 22203		CODE N00014		12. PAYMENT WILL BE MADE BY OFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182284 COLUMBUS OH 43218-7284		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)(1)				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		\$9,986,053.00		
16. TABLE OF CONTENTS								
(X) SEC	DESCRIPTION			PAGE(S)	(X) SEC	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract; (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed below.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number				
19A. NAME AND TITLE OF SIGNED (b)(4)				20A. NAME OF CONTRACTING OFFICER CHRISTOPHER L. GLISTA TEL: (571) 218-4405 EMAIL: christopher.glista@darpa.mil				
19B. NAME OF CONTRACTOR (b)(4)		19C. DATE SIGNED 6/25/09		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 6/29/09		
BY: (Signature of person authorized to sign)				BY: (Signature of Contracting Officer)				

Section B - Supplies or Services and Prices

<u>CONTRACT LINE</u> <u>ITEM NO. (CLIN)</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED</u> <u>COST</u>	<u>FIXED</u> <u>FEE</u>	<u>TOTAL</u> <u>ESTIMATED</u> <u>COST PLUS</u> <u>FIXED FEE</u>
0001	The Contractor shall perform the Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase 1 in accordance with Attachment No. 1 - Statement of Work, 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.	(b)(4)	(b)(4)	\$9,986,053.00
000101	Funding for CLIN 0001 AO No. X959/00/01 ACRN AA: \$9,986,053.00			

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 entitled, "Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase 1." A copy of the Statement of Work is incorporated into the Contract as Attachment No. 1.

(b) Phase 2: In order for the Government to consider the viability of continuing into a potential Phase 2 (Phase 2a - Critical Design Review (CDR) and Phase 2b - System Flight Test), the results of Phase 1 shall be weighed against the following Go and No-Go criteria:

- Government approval of PDR
- Range meets or exceeds goal from classified addendum (independent assessment based on model parameters)
- Probability of mission kill meets or exceeds goal from classified addendum (independent assessment based on model parameters)
- Preliminary prototype design achieves 100% compliance with operationally representative performance characteristics

**Classified Addendum are in possession of the Government and Contractor.*

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:

**NOTE: In accordance with DFARs 252.227-7013(e)(iii), the Contractor (Prime and Subcontractor) shall notify the Government, via the Monthly Status Report, of any data deliverables which will be furnished to the*

Government with less than Unlimited Rights that are in addition to those stipulated in Attachment No. 3 to the Contract.

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 1. This report shall document the results of the complete effort and should be delivered at the completion of Phase 1. 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) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES. The Contractor shall also deliver those items listed in the 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 shall have the following citation:

Sponsored by

Defense Advanced Research Projects Agency

Tactical Technology Office (TTO)

Program: Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase I

Issued by DARPA/CMO under Contract No. HR0011-09-C-0096

(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) The Final Technical Report for Phase I 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 Office via email at tio@darpa.mil."

Note to Contractor: In accordance with the applicable Data Rights clauses(s), all proprietary information within the data deliverables shall be clearly identified/marked as such for each such occurrence (use of footnotes, or similar forms of reference, for purposes of such identification is encouraged).

Section D - Packaging and Marking

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D-1 Packaging and Marking

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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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E-1 Inspection and Acceptance

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

Use of the DD 250 is required for submission of the Final Technical Report only.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

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F-1 Term of Contract

The term of the Contract commences on June 29, 2009 and continues through March 28, 2010. *

* *An Authorization to Incur Pre-Award Costs was issued to the Contractor on May 18, 2009, as amended on June 15, 2009 (see Attachment No. 4 - Advance Agreement to Incur Pre-Award Costs under Contract HR0011-09-C-0096).*

F-2 Reports and Other Deliverables

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</u>	<u>Description</u>	<u>Due Date</u>
0001	R&D Status Report month	On a monthly basis, within fifteen (15) days after the end of the previous reporting
0001	Final Technical Report for Phase 1	Upon completion of Phase 1
0001	Additional Miscellaneous Data Deliverables	See Attachment No. 1 - Statement of Work

F-3 Report Distribution

- (a) DARPA/Tactical Technology Office (TTO)
ATTN: Robert McHenry
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: robert.mchenry@darpa.mil
(one copy of every report and deliverable)
- (b) 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)
- (c) Gil Graff, Contracting Officer's Representative
Office of Naval Research
One Liberty Center

875 North Randolph Street
Arlington, VA 22203-1915
Email: Gil.Graff@navy.mil
(one copy of every report and deliverable)

- (d) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy of the Final Report)
- (e) Defense Technical Information Center
 - (1) Email: TR@dtic.mil
(one electronic copy of the Final 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 Report, if unclassified)
- (f) DARPA/Contracts Management Office (CMO)
ATTN: Christopher L. Glista
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: reportseg@darpa.mil
(one copy of the R&D Status Reports and Final Report)

Note 1: (a) through (f) – submissions of unclassified materials only. Submission of classified material shall be coordinated through DARPA SID and/or Robert McHenry, DARPA Program Manager, in accordance with the DD 254, as applicable.

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

F-4 Notice Regarding Late Delivery

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.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

ACRN AA 9790400 1320 X959 P9G10 2525 DPAC 9 5131 S12136 62702E \$9,986,053.00
(ARPA Order No. X959/00/01)

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G-1 Procuring Office Representative/Contracting Officer

(a) The Procuring Office Representative/Contracting Officer is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, Email: 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.

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 for all Cost or T&M contracts or CLINs
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S1005A
Service Approver DoDAAC (Cost Voucher)	S1005A
DCAA Office DoDAAC (Used on Cost Vouchers only)	HAA102
Paying Office DoDAAC	HQ0338

(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 Lockheed Martin Orlando Resident Office
P.O. Box 140853
Orlando, FL 32814-0853
DoDAAC: HAA102
E-mail: dcaa-fao1461@dcaa.mil

(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:

<u>Name</u>	<u>E-mail</u>	<u>Phone</u>	<u>Role</u>
Gil Graf	Gil.Graff@navy.mil	(703) 588-0703	COR
Christopher L. Glista	christopher.glista@darpa.mil	(571) 218-4405	Contracting Officer

G-3 Delegation of Authority for Contract Administration

DCMA Lockheed Martin Orlando is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Gil Graff, Office of Naval Research, Email: Gil.Graff@navy.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 designation memorandum is incorporated into the Contract as Attachment No. 2.

G-5 Instructions for Multiple Accounting Classification Citations

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.

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.

Section H - Special Contract Requirements

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H-1 Type of Contract

This is a Cost-Plus-Fixed-Fee, Completion Contract.

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) See also Section I, Clause 252.235-7010, "Acknowledgement of Support and Disclaimer."

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:

(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.

H-4 LRASM Subsystem Interface Definition

The parties agree that if a Phase 2b effort for demonstrating LRASM capabilities is awarded, the Contractor agrees to include in the proposal for Phase 2b, the effort for providing current electrical and mechanical interfaces for the subsystems listed below. The Contractor agrees that if the Government accepts this effort, the interfaces will be delivered with Government Purpose Rights as defined in DFAR 252.227.7013. In the event the Government uses these interfaces for developing alternate LRASM subsystems, the Contractor is not responsible for the performance of those subsystems or the overall LRASM system if the subsystems affect overall LRASM performance.

Subsystem Listing

Engine
GPS Receiver
GPS Antenna
Inertial Measurement Unit
Warhead
Fuze
Mission Control Unit
(b)(4)

H-5 Invention Disclosure and Reports

All written communications required by DFARS clause 252.227-7038, "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://s-edison.info.nih.gov/iEdison/>.

H-6 Contractor Representations and Certifications

The Contractor's Representations and Certifications dated May 27, 2009 and a copy of the Contractor's Online Representations and Certifications (ORCA) effective from April 13, 2009 through April 13, 2010 are incorporated herein by reference.

H-7 Insurance Schedule

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.

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 reasonable costs required to meet the objectives of the contract, and be compliant with Federal Travel Regulations (FTR), and Contractor's travel policy and procedures. In the event substantial deviations from the amount of travel agreed to during contract negotiations will occur, Contractor shall notify the Contracting Officer in order to seek necessary approvals. When applicable, the Contractor shall notify the COR of proposed travel of and employee beyond that agreed to during negotiations. It is understood that the Contractor

shall manage travel-related budget and respective Other Direct Costs (ODCs) at the dollar level that is agreed to during negotiations to support program events, meeting, and other related activities..

(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 thirty (30) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

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.

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:

(b)(4)



(b) Approval must be obtained from the Contracting Officer to increase/decrease of the above listed subcontractors by greater than 10% from the level established in paragraph (a) above.

H-11 Small Business Subcontracting Plan and Goals

The Contractor's GFY 2009 Comprehensive Small Business Subcontracting Plan for the period from October 1, 2008 through September 30, 2009 approved on September 30, 2008 is incorporated herein and made a part of the Contract by reference.

H-12 Proprietary Technical Data and Computer Software

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.

H-13 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.

H-14 Pre-Contract Costs

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 May 18, 2009, a copy of which is incorporated into the Contract as Attachment No. 4 under Section J.

H-15 Contractor Code of Business Ethics

The "agency Office of the Inspector General" referenced in FAR clause 52.203-13 - Contractor Code of Business Ethics (DEC 2008) as contained in Section I of this Contract shall be the Department of Defense Office of the Inspector General (DoD OIG). Contact information is as follows:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contract Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

H-16 Military Security Classification

Military security requirements in the performance of the Contract shall be maintained in accordance with the DD Form 254, Contract Security Classification Specification, contained in Section J, Attachment No. 5.

H-17 Restrictions on Printing

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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	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
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	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
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990
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	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
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
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004 Alt I	Excessive Pass-Through Charges - Alternate I	MAY 2008
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008

252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	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 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Remarks:

At FAR 52.222-2, insert the word, "zero," in spaces marked with an asterisk (*)
 At DFARS 252.211-7003, insert "N/A" under subparagraph (c)(1)(ii)

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).

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 authorized contract supplies 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 authorized contract supplies 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-0096. This may be confirmed by contacting Christopher L. Glista at telephone no. (571) 218-4405."

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 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.

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-0096.

(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.

Section J - List of Documents, Exhibits and Other Attachments

- Attachment No. 1 - Statement of Work entitled, "Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase I, dated June 18, 2009" (9 pages)
- Attachment No. 2 - Contracting Officer's Representative (COR) Designation Memorandum, dated June 9, 2009 (3 pages)
- Attachment No. 3 - Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software, dated June 23, 2009 (7 pages)
- Attachment No. 4 - Advance Agreement to Incur Pre-Award Costs, dated May 18, 2009, as amended on June 15, 2009 (3 pages)
- Attachment No. 5 - Contract Security Classification Specification, DD Form 254, dated June 23, 2009 (5 pages)

**STATEMENT OF WORK
FOR
LONG RANGE ANTI SHIP MISSILE (LRASM)
PHASE 1**

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1.0 Introduction

The purpose of this Statement of Work is to identify the requirements for Lockheed Martin ("Contractor") to support the Defense Advanced Research Projects Agency (DARPA) in the Long Range Anti-Ship Missile (LRASM) program. The system to be developed under this statement of work shall be referred to as "LRASM-A."

The program is divided into three phases. Phase 1 culminates in a Preliminary Design Review (PDR), Phase 2a culminates in a Critical Design Review (CDR), and Phase 2b culminates in a flight test of the LRASM-A system. Each phase requires successful completion before moving to the next phase. This SOW covers only the activity to be completed in Phase 1.

2.0 Applicable Documents

2.1 Government

- DARPA BAA 08-41 with annexes

3.0 Supplies and Services

The Contractor shall furnish the necessary management, personnel, labor, services, documentation, materials, equipment, tools, facilities, and support services required to perform the tasks necessary to build, test, integrate and demonstrate associated components for the development and demonstration of the LRASM-A prototype system in accordance with the provisions of this SOW and the contract.

Phase 1

The Contractor shall conduct a series of trade studies to determine what additional mission equipment and or modifications to the existing Joint Air to Surface Standoff Missile-Extended Range (JASSM – ER) mission equipment is required to achieve the LRASM mission. This will be based on threat and target analyses using data provided in the BAA Classified Appendix and from participation in the LRASM Threat Analysis Working Group (TAWG) sponsored by DARPA. The results of the studies will be presented at PDR. The results of the trade studies will be used to mature the proposed LRASM-A weapon system configuration and its design and capability versus system level requirements. System effectiveness of the PDR configuration will be evaluated with the above mentioned threat and target analysis using models and simulations developed under Contractor Independent Research and Development (IRAD) tasks, as well as a 6-DOF flight simulation to predict range, maneuverability, survivability, and terminal accuracy.

The Contractor shall provide data to the Government Assessment Team (GAT) to conduct an independent government assessment of LRASM-A capability. The Contractor shall support industry - GAT IPT technical interchanges.

4.0 Detailed description of supplies and services

4.1 Phase 1

4.1.1 Flight Vehicle

4.1.1.1 Propulsion

The Contractor shall identify the necessary turbofan fuel system modifications for LRASM-A based on the mechanical layout and space availability. The Contractor shall work with the engine supplier

to determine the best approach to enabling the engine to be stored vertically without loss of performance over a 15 year period.

4.1.1.2 Payload

The Contractor shall review the lethality analysis provided in the BAA, and shall define and assess LRASM-A specific terminal delivery characteristics to substantiate lethality performance with government supplied warhead effectiveness data against requirements.

4.1.1.3 Airframe

The Contractor shall develop a preliminary layout and mechanical analysis of the mission equipment (b)(4) within

LRASM-A. The layout shall balance the fuel and mission equipment volume needs to achieve the required capability. LRASM-A, with any additional apertures resulting from new mission equipment, shall be analyzed for volume, produceability, and impacts to infrared signature and radar cross section (RCS). Requirements for weight and balance limits as well as test unique equipment such as telemetry and flight termination subsystems shall be included.

The Contractor shall develop the electrical interface and power requirements and assess the ability of the JASSM-ER power system to provide sufficient power. Any changes required to the JASSM-ER power system shall be quantified at PDR.

The Contractor shall perform a preliminary wing design effort to meet range, container fit, and RCS requirements. The preliminary aerodynamic design will be implemented in an approximately 40% scale factor wind tunnel test to measure basic aerodynamic force and moment coefficients for the integrated airframe to feed the 6-DOF performance model and reduce risk for the final design activity in Phase 2a.

4.1.1.4 Guidance and Control

(b)(4)



(b)(4)



4.1.2 Command Launch

The Contractor shall develop a preliminary design of a LRASM-A launch canister, including thermal and structural analysis.

The Contractor shall conduct a preliminary design analysis of the booster assembly (MK-114) to verify its capability to meet LRASM-A requirements. The assembly includes the booster, the thrust vector control assembly, and the mounting attachment to the missile. The analysis shall include structural analysis, adequacy of thrust vector control to achieve the LRASM-A trajectory and meet vertical launch trajectory safety requirements, and booster adequacy to meet required end of boost flight conditions (altitude, range and speed).

The Contractor shall develop a Mk41 VLS canister integration concept, to include analysis of the canister structure, cell weight limits, gas management system, and mechanical and electrical interfaces.

The Contractor shall develop a mission planning concept consistent with launch platform systems and operational requirements.

4.1.3 Systems Engineering and Program Management

4.1.3.1 Systems Engineering

The Contractor shall work with DARPA and the GAT to develop and refine the LRASM-A CONOPS and missile system concept. This shall be closely coupled with the threat and target analyses conducted using models and simulation developed under IRAD and the consensus from the TAWG. The purpose is to determine the best balance of capability and tactics to be employed with the LRASM-A weapon system. The CONOPS and findings from initial mission effectiveness analysis versus threat systems and ships, conducted using models and simulation developed under IRAD, shall be provided at the PDR. The CONOPS and mission effectiveness analysis shall be used to generate a system specification. The Contractor shall conduct system trade studies to allow requirements from the system specification to be flowed down to the major subsystems that will be added to or significantly modified from the baseline JAASM-ER. The Contractor shall develop a specification tree. Requirements traceability shall be documented using a database tool.

The Contractor shall provide a System Requirements Report (SRR), a System Engineering Management Plan (SEMP), a System Specification, a Concept of Operations (CONOPS) Report, a Preliminary Design Report (PDR), and an Operational Effectiveness Report (OER).

4.1.3.2 Program Management

The Contractor shall develop a Program Management Plan describing the management and organization for the program. The Contractor shall provide the managerial oversight and direction for the program. This will include planning, financial reporting, security, personnel, subcontract management and administration, procurement, production management, product assurance (quality), and technical direction. The Contractor shall manage all subcontracts.

The Contractor shall provide a Project Management Plan (PMP), a level four Work Breakdown Structure (WBS) and Integrated Master Schedule (IMS), a SDD Transition Plan, and a Phase 1 Final Technical Report. The Final Technical Report shall be provided in the format specified in Contract Section F2.

4.1.4 Systems Test and Evaluation

The Contractor shall develop LRASM-A risk reduction, development, and demonstration test plans. The Contractor shall coordinate with test facilities to plan potential Phase 2 test activity.

The Contractor shall issue a draft Test and Evaluation Master Plan (TEMP) including all testing through SDD.

5.0 Period of Performance

The period of performance for Phase 1 shall be 9 months.

6.0 Program Management

6.1 Master Schedule and Reports

The Contractor shall appoint a Program Manager to provide overall program direction with authority for technical, personnel, and all other resource allocations. The Contractor shall develop a master plan and integrated master schedule (IMS). The Program Manager shall provide monthly R&D status reports to the individuals specified in Contract Section F-3. The report shall be provided in the format and timeline specified in Contract Section C-2(a)(1).

6.2 Management Reviews

The Contractor shall host a program kickoff Initial Review (IR) within 30 days from the date of contract signing. The following activities shall be included in the IR.

- Presentation of the proposed LRASM-A system design, including supporting trade studies, and preliminary CONOPS.
- Review of the scope of the proposed effort, including all design and analysis tasks, and all tests.
- Review program security classification guides and implementation plans.
- Identify program team and establish the business relationship for performance of subcontracts. Surface and discuss issues affecting successful completion of the subcontracts, such as the technical acceptance process.
- Review how the cost, schedule, technical, and quality requirements will be tracked and their associated risk matrix.
- Review the Program Plan.

6.3 Technical Reviews

The Contractor shall conduct a System Requirements Review (SRR), System Design Review (SDR), and a Preliminary Design Review (PDR) during Phase 1 at its Orlando facilities.

The SRR shall cover the following items:

- a) Configuration Management Plan
- b) Generation of specifications (e.g., system or lower level performance or development specifications, interface specifications)
- c) IMS
- d) Preliminary mission and requirements analysis
- e) Preliminary allocation of requirements and associated tolerances to lower level configuration items (CIs)
- f) Program risk analysis
- g) Trade studies
- h) Functional flow analysis
- i) Integrated test planning
- j) System interface studies

The SDR shall cover the following items:

- a) Program overview
- b) IMS
- c) System level Interface Requirements Specification (IRS) and Interface Control Document (ICD)
- d) Requirements traceability matrix
- e) Software and hardware requirements: preliminary
- f) Physical architecture description
- g) Summary of trade studies performed
- h) Preliminary operational effectiveness results
- i) Program schedules and status

- j) Program risk and opportunity assessment, and risk and opportunity handling plans
- k) Other documents and materials as necessary to satisfy program requirements

The PDR shall cover the following items:

- a) Program overview
- b) IMS
- c) Requirements and interfaces
- d) Requirements flow down and allocation
- e) Hardware, software, and support equipment development
- f) TEMP and test execution data
- g) CONOPS
- h) Operational effectiveness
- i) LCCA
- j) Program risk analysis
- k) Open issues
- l) Phase 2 proposed scope and planning review
- m) SDD transition plan

6.4 Risk Management

The Contractor shall provide a Risk Management Plan (RMP). The Contractor shall manage risk in accordance with the RMP. The Contractor shall analyze and report on the program risks in accordance with an RMP.

The RMP shall include the following:

- a) Risk allocation, definition, and documentation of its characteristics
- b) Risk evaluation, allocation of the mutual dependencies between risk factors, probability analysis of each risk, and determination of its weight
- c) Definition of the measures to be taken for minimizing or avoiding the risk
- d) Risk control by consistent analysis of the results of the measures taken

Baseline program risk evaluations and waterfalls shall be presented at the program kickoff meeting and statused at technical reviews. A short summary of the risk item status shall be provided in the monthly program status reports, and any off nominal waterfall progress discussed during weekly telecons.

6.5 Methods of Communication

The Contractor shall participate in weekly telecoms with DARPA.

7.0 Integrated Logistics Support Requirements

7.1 Reliability

The Contractor shall maintain an estimate of system reliability based on JASSM measured performance and analysis of added or modified mission equipment. The estimate shall be used in the mission effectiveness estimate. The reliability shall be reported at the PDR.

7.2 Safety

The Contractor shall prepare the source data and develop the application for Interim Hazard Classifications for any hardware containing explosives or fuels for shipping authority. The Contractor shall provide a System Safety Hazard Assessment (SSHA).

7.3 Life Cycle Cost Analysis

The Contractor shall provide a Lifecycle Cost Analysis (LCCA).

OTHER REPORTS AND DELIVRABLES:

<u>Other Reports and Deliverables</u>	<u>Draft</u>	<u>Final</u>	<u>Update</u>
R&D Status Reports		Refer to Section C-2(a)(1), F-1, and F-3	
Contract Work Breakdown Structure		1 month post C/A	N/A
Master Plan and Integrated Master Schedule (IMS)		1 months post C/A	N/A
CONOPS	3 months post C/A	2 weeks prior to PDR	3 weeks after PDR
Test and Evaluation Master Plan (TEMP)	1 month after CA	2 weeks prior to PDR	3 weeks after PDR
Systems Engineering Management Plan (SEMP)		1 month after CA	Whenever changes occur
Risk Management Plan (RMP)		1 month after CA	Whenever changes occur
Program Management Plan (PMP)		1 month after CA	Whenever changes occur
Software Management Plan (SMP)		1 month after CA	Whenever changes occur
System Safety Hazard Assessment (SSHA)		2 weeks prior to PDR	3 weeks after PDR
LRASM Missile Performance Specification		4 weeks after SRR	2 weeks prior to PDR
System Requirement Report		3 weeks after SRR	N/A
Preliminary Design Report		2 weeks prior to PDR	3 weeks after PDR
Operational Effectiveness Estimate		2 weeks prior to PDR	3 weeks after PDR
Procurement and Lifecycle Cost Estimate		2 weeks prior to PDR	3 weeks after PDR
SDD Transition Plan		2 weeks prior to PDR	3 weeks after PDR
Final Phase I Report		Upon Phase I completion	



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

May 11, 2009

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM: DARPA, Contracts Management Office

TO: Gil Graff, Office of Naval Research, Office of Naval Research, One Liberty Center, 875 North Randolph Street, Arlington, VA 22203-1995; Email: Gil.Graff@navy.mil

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

1. You are hereby appointed as the Contracting Officer's Representative for:

- Contract:**
- (a) HR0011-09-C-0096 (Lockheed Martin Corporation, Missiles and Fire Control, Orlando, Florida)
 - (b) HR0011-09-C-0097 (Lockheed Martin Corporation, Missiles and Fire Control, Grand Prairie, Texas)

Project Description: Long Range Anti-Ship Missile Demonstration Program, Phase I

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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 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.
9. Your appointment as COR for this effort expires upon final disposition of the contract.
10. 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

5/11/09
Date


Gil Graff
Contracting Officer's Representative

6/9/09
Date

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

The Contractor 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)			

6 PAGES WITHHELD IN FULL PURSUANT
TO 5 U.S.C. § 552 (b)(4)



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

**ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE OF PRE-AWARD COSTS
CONTRACT HR0011-09C-0096**

REFERENCE: (a) ARPA Order X959/00
(b) Lockheed Martin Missiles and Fire Control (Orlando) Proposal entitled
"Long Range Anti-Ship Missile Demonstration System" submitted under
Broad Agency Announcement (BAA) No. DARPA-BAA-08-41

The Advance Agreement dated May 18, 2009 to authorize pre-award costs under the subject Contract is amended to extend the end date of the pre-contract cost incurrence period from June 15, 2009 to **July 1, 2009**, and to increase the pre-contract costs allowable under the Contract from a not-to exceed amount of \$60,000 to a not-to-exceed amount of **\$140,000**.

Therefore, Contract terms and conditions shall be agreed to by the earlier of
(a) **July 1, 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 **\$140,000**.

With the exception of the changes stated above, all other terms and conditions of the Advance Agreement remain unchanged.

FOR THE CONTRACTOR:

(b)(4)

Signature

(b)(4)

Name and Title

Date

FOR THE UNITED STATES OF AMERICA
DEFENSE ADVANCED RESEARCH PROJECTS
AGENCY

(b)(6)

Christopher L. Glista
Contracting Officer

6/15/09

Date



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

ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE OF PRE-AWARD COSTS
CONTRACT HR0011-09-C-0096

Re: (a) ARPA Order X959/00
(b) Lockheed Martin Missiles and Fire Control (Orlando) Proposal entitled "Long Range Anti-Ship Missile Demonstration System" submitted under Broad Agency Announcement (BAA) No. DARPA-BAA-08-41

The Contracts Management Office (CMO) of the Defense Advanced Research Projects Agency (DARPA) has received a valid and properly funded procurement request, ARPA Order X959/00, in support of this effort. Since the undersigned Contracting Officer has determined that the incurrence of costs before the actual issuance of a contract is necessary to ensure compliance with the delivery schedule, the Government and Contractor hereby agree as follows:

FIRST: In the event that a contract is awarded, pre-award costs, not to exceed \$60,000 shall be allowable under the contract, provided that the individual cost elements therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred no sooner than May 18, 2009 or after June 15, 2009, and;
- (c) incurred specifically and exclusively to accomplish the work described in the proposal referenced above.

SECOND: Contract terms and conditions shall be agreed to by the earlier of:

- (a) June 15, 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 \$60,000.

THIRD AND FINALLY: It is the intention of the Government to award a contract to the contractor, subject to final agreement on the contract terms and conditions, specifications and price(s), which contract shall incorporate this Advance Agreement. It is understood and agreed by the parties herein that this Agreement concerns the treatment of pre-award costs in the event of a contract. This Agreement does not require the contractor to incur any such costs, and any costs so incurred are strictly at the risk of the contractor, until such time that a contract may be awarded.

FOR THE CONTRACTOR:

FOR THE UNITED STATES OF AMERICA
DEFENSE ADVANCED RESEARCH PROJECTS
AGENCY

(b)(4)

(b)(6)

Signature

(b)(4)

Christopher L. Glista
Contracting Officer

Name and Title

5/18/09
Date

5/18/09
Date

ATTACHMENT 5

DD 254

5 PAGES WITHHELD IN FULL PURSUANT
TO 5 U.S.C. § 552 (b)(2)(High)