

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 32		
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-09-C-0036		3. EFFECTIVE DATE 23 Apr 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY DARPA CMO ATTN: NATALY STUARD 3701 N. FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA PALMDALE 40015 SIERRA HIGHWAY PALMDALE CA 93550		CODE S0303A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION 1011 LOCKHEED WAY PALMDALE CA 93599-0001				8. DELIVERY [X] FOB ORIGIN [] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 0L1E5		FACILITY CODE					
11. SHIP TO/MARK FOR AIR FORCE RESEARCH LABORATORY/RIEA MR JEFFERY MACK 525 BROOKS ROAD ROME NY 13441-4505		CODE FA8751	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			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						\$399,898,219.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER STUARD, NATALY / PCC TEL: _____ EMAIL: Tina.Stuard@darpa.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 27-Apr-2009	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001		(b)(4)	(b)(4)	\$399,898,219.00
	Integrated Sensor Is Structure (ISIS) CPFF The contractor shall accomplish the taskings in accordance with the Statement of Work, included as Attachment No. 1 to this contract. FOB: Origin			\$399,898,219.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000101		\$0.00	\$0.00	\$0.00
	Funding For CLIN 0001 CPFF FOB: Origin AO No. Y159/00			\$0.00
	ACRN AA			\$24,000,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000102	Funding For CLIN 0001 CPFF FOB: Origin AO No. Y159/01	\$0.00	\$0.00	\$0.00 \$0.00
	ACRN AB			\$76,000,000.00

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 the Statement of Work, Attachment 1 hereto. The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Contractor's proposal entitled "ISIS Phase 3 Demonstration System", copies of which are in the possession of both parties.

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

(end of clause)

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports 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.

(2) CONTRACT PERFORMANCE REPORT (CPR)

Each report shall be submitted in formats 1, 3, and 5, as defined in Data Item Description (DID) number DI-MGMT-81466A. Current Period and Cumulative To Date Schedule Dollar Variance shall be submitted at the threshold of 5% and \$250,000 at the CPR Reporting submitted on 4/16/09 (Level 5 for items identified as high risk) (format 5). Current Period and Cumulative To Date Cost Dollar Variance shall be submitted at the threshold of 5% and \$250,000 at the CPR Reporting submitted on 4/16/09 (Level 5 for items identified as high risk) (format 5). Reporting shall be submitted at Complete Dollar Variance (VAC) at the threshold of 5% or \$500,000.

(3) INTEGRATED MASTER SCHEDULE (IMS)

Each report shall be submitted as defined in DID number DI-MGMT-81650.

- (4) CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)
Each report shall be submitted in accordance with the DoD WBS Handbook (MIL-HDBK-881A) and as defined in DID number DI-MGMT-81334C.
- (5) CONTRACT FUNDS STATUS REPORT (CFSR)
Each report shall be submitted as defined in DID number DI-MGMT-81468.

(3) FINAL REPORT

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

(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
 Strategic Technology Office (STO)
 Program: Integrated Sensor Is Structure (ISIS)
 ARPA Order No. Y159/00 & Y159/01, Program Code: 8F40
 Issued by DARPA/CMO under Contract No. HR0011-09-C-0036

(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.

(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

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-APR-2009 TO 02-MAR-2013	N/A	AIR FORCE RESEARCH LABORATORY/RIEA MR JEFFERY MACK 525 BROOKS ROAD ROME NY 13441-4505 (315) 330-3431 FOB: Origin	FA8751
000101	POP 23-APR-2009 TO 02-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin	FA8751
000102	POP 23-APR-2009 TO 02-MAR-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin	FA8751

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52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006

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F-1 Term of Contract

(a) The term of the contract commences on the effective date of the contract and continues through March 2, 2013.

(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 list. This list of deliverables shall be finalized and submitted for review and approval of the contracting officer no later than SRR:

Milestone	Delivery	Content
PDR (BAA Task 1)	April 30, 2010	ISIS Phase 3 PDR DS Report, including: <ul style="list-style-type: none"> ▪ DS design ▪ Critical technologies matched to OS design ▪ Prototype of Critical Technologies matched to DS, traceable to OS ▪ Software and processing designs ▪ Software re-use definition

		Segment of seamed hull material (10m x 10m) ISIS Phase 3 PDR OS Report, including: <ul style="list-style-type: none"> ▪ Refined OS design ▪ Radar Performance (Classified) Updated Demonstration System Risk Assessment
Mid Term CDR (BAA Task 1)	November 30, 2010	ISIS Phase 3 Mid CDR DS Report, including: <ul style="list-style-type: none"> ▪ DS Critical technology components ▪ Detailed DS test plans ▪ DS Post-Demonstration operational plan with cost ▪ DS Launch procedure definition ISIS Phase 3 CDR OS Report, including: <ul style="list-style-type: none"> ▪ OS Life Cycle Cost Estimate ▪ Refined OS CONOPS ▪ Detailed OS Radar Performance (Classified)
CDR (BAA Task 1)	April 30, 2011	ISIS Phase 3 CDR DS Report, including: <ul style="list-style-type: none"> ▪ Final DS design ▪ Scaled integration definition of Hull, Power, and radar with metrology & calibration ▪ DS Volume critical technology samples ISIS Phase 3 CDR OS Report, including: <ul style="list-style-type: none"> ▪ Refined OS system design ▪ Updated OS Radar Performance (Classified) Updated Demonstration System Risk Assessment
GTRR (BAA Task 2)	April 30, 2012	DS volume deliveries Finalized DS test plan DS software bench for major subsystems DS software interface definition "Virtual ISIS" for radar test planning and radar operator training
FTRR (BAA Task 3)	September 30, 2012	ISIS Demonstration System (vehicle and ground system); DD250 the DS
Contract Completion (BAA Task 3)	March 2, 2013	Final Report, including: <ul style="list-style-type: none"> ▪ DS verification matrix demonstrating requirements complete ▪ Refined OS system design ▪ OS final life cycle cost estimate
Reporting		R&D Status Report, monthly commencing June 25th Contract Performance Report (CPR), formats 1, 3, & 5, monthly commencing June 25th Integrated Master Schedule (IMS), monthly commencing June 25th Contract Work Breakdown Structure (CWBS), monthly commencing June 25th Contract Funds Status Report (CFSR), monthly commencing June 25th Integrated Baseline Review (IBR)

(b) Acceptance of the ISIS Demonstration System (vehicle and ground system) will occur at Lockheed Martin Maritime Systems & Sensors, 1210 Massillon Road, Akron, OH 44315, by Contracting Officer's Representative (COR) Jeffrey Mack.

F-3 Report Distribution

(a) DARPA/STO
Attn: Tim Clark, Program Manager
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (703) 248-1520
Fax: (703) 812-3995
Email: tim.clark@darpa.mil
(one copy each report)

(b) DARPA/STO
Attn: Patrick Bailey, ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (703) 696-3277

Fax: (703) 807-0968
Email: patrick.bailey@darpa.mil
(one copy each report)

(c) AFRL/RIEA
Attn: Jeffery Mack, COR
525 Brooks Road
Rome, NY 13441-4505
Phone: (315) 330-3431
Fax: (315) 330-3876
Email: Jeffery.mack@rl.af.mil
(one copy each 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/CMO
Attn: Tina Stuard, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: (571) 218-4621
Fax: (703) 465-1062
Email: tina.stuard@darpa.mil
(one copy each report)
(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 Y159 P8F40 2525 DPAC 8 5399 S12136 63287E
 AMOUNT: \$24,000,000.00
 CIN 00000000000000000000000000000000: \$24,000,000.00

AB: 9790400 1320 Y159 P9F40 2525 DPAC 9 5132 S12136 63287E
 AMOUNT: \$76,000,000.00
 CIN 00000000000000000000000000000000: \$76,000,000.00

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G-1 Procuring Office Representative

(a) The Procuring Office Representative is Tina Stuard, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4621, fax: (703) 465-1062, e-mail: tina.stuard@darpa.mil.
 (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:	Cost Voucher
Issuing Office DoDAAC	HR0011, extension 10
Admin Office DoDAAC	S0512A
Service Approver DoDAAC	S0512A
DCAA Office DoDAAC	HAA619
Paying Office DoDAAC	HQ0339

(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 San Fernando Valley Branch Office
 DoDAAC: HAA619
 6230 Van Nuys Blvd, Federal Building Suite 2018
 Van Nuys, CA 91401-2724
 Phone: (818) 756-4330
 Fax: (818) 756-4338
 Email: dcaa-fao4231@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:

Name	E-mail	Phone	Role
Tina Stuard	tina.stuard@darpa.mil	(571) 218-4621	Contracting Officer

G-3 Delegation of Authority for Contract Administration

(a) DCMA Lockheed Martin Aeronautics Palmdale, 40015 Sierra Highway, Suite B-120, Palmdale, CA 93590, Phone: (661) 575-1640, Fax: (661) 575-1655, Email: DCMAPALMDALECASD@DCMA.MIL, 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 Jeffrey Mack, AFRL/RIEA, 525 Brooks Road, Rome, NY 13441-4505, telephone: (315) 330-3431, fax: (315) 330-3876, e-mail: jeffrey.mack@rl.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.

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$100,000,000** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance **through 8 months**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$100,000,000** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
(end of clause)

G-7 Payment of Cost and Fee

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

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

(end of clause)

Section H - Special Contract Requirements

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H-1 Contracting Officer

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

(end of clause)

H-2 Type of Contract

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

(end of clause)

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987. However, it is the Government's position that the effort covered by this contract **is not considered to be fundamental research**. The requirements of this clause shall be included in all subcontracts awarded under this contract.

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

(end of clause)

H-4 Key Personnel

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

- (1) (b)(4) Lockheed Martin, Program Manager

- (2) (b)(4) Lockheed Martin
- (3) (b)(4) Lockheed Martin
- (4) (b)(4)
- (5) (b)(4)
- (6) (b)(4)

(b) Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided that such consent shall not be unreasonably withheld, and the Contracting Officer may ratify in writing the change and such ratification shall constitute the consent of the Contracting Officer required by this clause. The personnel listed in paragraph (a) may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate.

(end of clause)

H-5 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-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications, dated September 15, 2008 (ORCA submission), and as supplemented on March 30, 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 proposed 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 proposed.

(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 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 FAR 35.009 Subcontracting Research and Development Effort, the contracting officer hereby acknowledges receiving advance notification of the contractor's intent to place subcontracts with the following:

- Subcontractor 1 -- (b)(4)
- Subcontractor 2 -- Lockheed Martin Space Systems (Denver, CO)
- Subcontractor 3 -- Lockheed Martin Maritime Systems & Sensors (Akron, OH)
- Subcontractor 4 -- Lockheed Martin IS & GS Mission Services (Titusville, FL)
- Subcontractor 5 -- Lockheed Martin IS & GS (Phoenix, AZ)
- Subcontractor 6 -- (b)(4)
- Subcontractor 7 -- (b)(4)
- Subcontractor 8 -- (b)(4)
- Subcontractor 9 -- (b)(4)

(b) Consent to subcontract must be obtained from the Administrative Contracting Officer in accordance with the General Provisions entitled "Subcontracts (JUN 2007)," FAR 52.244-2, as required.
(end of clause)

H-11 Pre-contract Costs

(a) The extent of allowability of costs incurred by the Contractor prior to the effective date of the contract shall be governed by the advance agreement listed in Section J as Attachment No. 4.
(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, 252.227-7014, 252.227-7017, and 252.227-7028. A list of such data and/or software is incorporated into the contract as Attachment No. 3. This list is subject to revision to add items not described in sufficient detail to be included in the list at the time of contract award.
(end of clause)

H-13 Technical Data – Withholding of Payment

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of one percent (1%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.
(End of clause)

H-14 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>
(b)(4)	(b)(4)	(b)(4)	(b)(4)

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (1.).
(end of clause)

H-15 Export Control Clause

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

- (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-16 Contractor's Request for Indemnification

The parties recognize that potential liability to third parties is a substantial concern against which the Contractor may submit an application for indemnification under Public Law 85-804. If legislation is enacted which provides DARPA specific authority, DARPA agrees to process the Recipient's application to indemnify Recipient against claim of third parties for death, bodily injury, or loss of or damage to property resulting from flight testing of the ISIS payload in the performance of any resulting contract. In the event that indemnification is not provided, either because legislation is not enacted or because an application for indemnification submitted by Recipient is disapproved for good reasons, the parties will pursue alternative protection for Recipient, either through insurance or otherwise, for third party liability. Such insurance or other protection shall be considered a contract modification, and the Contractor shall submit its proposal for alternative coverage. The vehicle will not be flight tested unless Indemnification, insurance or alternative protection is incorporated via a contract modification.
(end of clause)

H-17 Government Furnished Personnel

1. The Government shall provide approximately 40% of the flight test staff; to include pilots, technical, ground handling, and others as required during the assembly and flight test periods on the program.
 2. The Government will provide a minimum of 2 pilots and 2 radar operators. IFF and cryptography is a minimum of 1 unit each. All materials/personnel will be delivered to Akron, OH for integration, training, and operations. The GFE ground station facility is still TBD and will be based on the system design identified at CDR but will likely be in southern Florida (Miami or the keys).
 3. The final number of other flight test staff to be provided by the Government will be defined and approved prior to Preliminary Design Review.
 4. Failure of the Government to provide personnel as described herein will be considered a scope change and may require an equitable adjustment to contract cost and/or schedule.
- (end of clause)

H-18 Government Furnished Property/Equipment/Information

- a. The Government shall furnish or otherwise supply air and ground sensor targets (to be made available during the scheduled flight window for the test program) and an Environmental Assessment. Any additional requirements will be established by Preliminary Design Review, and all agreed upon equipment shall be identified and made available for use by Critical Design Review. Failure of the Government to provide any item by the specified need date shall entitle LM Aero to an equitable adjustment to cost and/or schedule should either or both be impacted by such delay.
- b. LM Aero shall tender delivery of the demonstrator vehicle to the Government before flight. Upon acceptance of the demonstrator, the Government shall provide the demonstrator to LM Aero as Government Furnished Property/Equipment before flight. LM Aero shall thereafter conduct flight testing and provide flight test support as necessary. (end of clause)

H-19 Use of Government Owned Facilities

- a. The Parties recognize that the Contractor and its subcontractors may use Government Facilities, which are considered Government Furnished Property, for purposes of this Contract, pursuant to the following Facilities Leases, in the performance of this Contract:
 1. AF Plant 4, Fort Worth, TX, Lease F33657-97-L-2018
 2. AF Plant 6, Marietta, GA, Lease F33657-97-L-2019
 3. AF Plant 42, Sites 2, 7 and 8, Palmdale, CA, Lease F33657-00-L-2039
- b. If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the Facilities Leases identified in this Clause, or any successor lease, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, or both, the Contractor or the Government shall be entitled to an appropriate equitable adjustment under this Contract (including, but not limited to the Changes Clause, Government Property Clause and Excusable Delay Clause).
- c. Notwithstanding the above, the Parties agree that the Contractor shall not be entitled to an adjustment if the Contractor is liable, under Lease Clause 13, entitled "Liability for the Loss of the Facilities", for the loss, destruction or damage that renders the facilities unavailable.
- d. Changes in rental charges under the leases may be prospectively recovered only by rate changes through the Forward Pricing Rate process, to the extent permitted by other Clauses of this Contract.

e. This language does not create rights for either Party that are not already stated in this Contract and/or the Facilities Leases, but is intended to permit an adjustment under this Contract as a result of an occurrence under one or more of the Facilities Leases as stated above.
(end of clause)

H-20 Certification of Airworthiness

The ISIS Program will include a joint (contractor and customer) Certification Working Group that will establish an airworthiness matrix derived from LM Aero AeroCode directives. This matrix, to be agreed upon and finalized by the program at Concept Design Review (CDR), will represent the tailored set of requirements for the ISIS Demonstration System and program certification.

DARPA shall take ownership of the vehicle at completion of Flight Test Readiness Review (FTRR) and shall be responsible for the Certification of Airworthiness (COA) process, to include interaction with the FAA. DARPA shall be responsible for meeting the requirements of the agreed upon program schedule with regard to the timing of necessary negotiations with the FAA and the subsequent COA. In order to meet FAA COA process requirements, DARPA shall coordinate with the FAA from program inception in order to reduce the potential for requirement changes after CDR. After the Certification Working Group has finalized the airworthiness matrix, any requirement changes imposed by either DARPA or the FAA, beyond the requirements of LM Aero's AeroCode directives, will be considered a scope change and may require an equitable adjustment to contract cost and/or schedule.
(end of clause)

H-21 Secure Communications

The ISIS program will require the contractor to ensure secure communications expenses are included in the Estimated Cost of CLIN 0001 as was established during negotiations.
(end of clause)

H-22 OCI Mitigation Plan

The OCI Mitigation Plan for "Integrated Sensor is Structure (ISIS) Phase III DARPA BAA-08-47 2008 Envelope Coating Material Manufacture", submitted on 23 February 2009, is incorporated herein and made a part of this contract by reference.
(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
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	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
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	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	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
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
52.223-14	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
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	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
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
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
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008

252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 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
252.227-7016	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
252.234-7001	Notice of Earned Value Management System	APR 2008
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

CLAUSES INCORPORATED BY FULL TEXT

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 **\$297,935** 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)

52.247-1 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 deliverables under Contract No. HR0011-09-C-0036 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 Contract No. HR0011-09-C-0036 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-0036. This may be confirmed by contacting Tina Stuard at tina.stuard@darpa.mil."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

Facility: Lockheed Martin Aeronautics Company Consolidated Single Process Initiatives

Affected Contract Line Item Number: CLIN 0001 ISIS Phase 3 Demonstration

<u>SPI No.</u>	<u>SPI Process</u>	<u>Authorization Date</u>
2000-01 2000	Subcontractor SPI Enabling Provision	22 September
2000-02	Deemed Certifications for Subcontractors	22 September 2000
2000-03	Change in Subcontractor Advance Notification and Consent	22 September 2000
2000-16	Electrostatic Discharge (ESD) Damage Prevention Process (CBM-4031)	01 December 2000
2000-17	Interim Patent Reporting	01 December 2000
2000-18	Acceptance of DSC Replacement Standards (ADRS)	12 January 2001

2000-19	System Safety Process	22 February 2001
2000-20	Software Development Process	11 April 2001
2000-21	Interchangeability/Replaceability	11 April 2001
2000-22	Parts & Control Standardization	11 April 2001
2000-23	Non-Destructive Inspection (NDI)	11 April 2001
2000-24	Acceptance of Replacement Regulatory Processes (ARRP)	11 April 2001
2000-25	Improved GFE Requirements Definition	22 February 2001
2001-06	Configuration Management Process	22 October 2001
2001-07	Foreign Object Damage (FOD) Process	07 January 2002
ADRS 2001-01	Acceptance of Defense Standardization Council Replacement Standards (ADRS) Reconciliation	20 March 2002
2001-08	Quality Process	10 May 2002
2002-01	Direct Invoicing to DFAS	20 March 2002
2002-04	Shared Supercomputer Resources	12 March 2003
ADRS 2002-01	Acceptance of Defense Standardization Council Replacement Standards (ADRS) Reconciliation	13 May 2003
2003-01	Data Management Process	28 August 2003
2002-09	Packaging Process	04 February 2004
2003-02	Electronic TDP Index & Format Process	26 February 2004

Facility: Lockheed Martin Aeronautics Company Fort Worth Site Specific Single Process Initiatives

Affected Contract Line Item Number: CLIN 0001 ISIS Phase 3 Demonstration

<u>SPI No.</u>	<u>SPI Process</u>	<u>Authorization Date</u>
2000-04	Order of Precedence Clause for Authorized Single Process Initiative (SPI) Proposals	25 October 2000
2000-05	Deletion of AFMC Form 874 Signature Concurrency Requirement	25 October 2000
2000-06	Elimination of MIL-STD-499	25 October 2000
2000-12	Work Measurement Process (CBM-5041)	01 December 2000
2000-13	Soldering Process (CBM-4005)	01 December 2000
2000-14	Performance-based Technical Data Packages (TDP) (CBM-4028)	01 December 2000
2001-02	Earned Value Management System (EVMS)	11 April 2001
2002-06	Electromagnetic Environmental Effects (E-Cubed) Process (CBM-4032)	10 October 2002

Facility: Lockheed Martin Aeronautics Company Marietta Site Specific Single Process Initiatives

Affected Contract Line Item Number: CLIN 0001 ISIS Phase 3 Demonstration

<u>SPI No.</u>	<u>SPI Process</u>	<u>Authorization Date</u>
2000-07	Commercialization of Tech Pubs	25 October 2000
2000-08	Offset Quality Printing	25 October 2000
2000-09	Deletion of CAGE Codes in IPB Manuals	25 October 2000
2000-10	Deletion of Spare Condition Statement in IPB Manuals	25 October 2000
2000-11	Extension of Digital Quality Printing to Large Size Formats	25 October 2000
2001-03	Reduced (Low Value) Property Administration Requirements	11 April 2001
2001-04	Property Accountability Under a BOA	11 April 2001

Facility: Lockheed Martin Aeronautics Company Palmdale Site Specific Single Process Initiatives

Affected Contract Line Item Number: CLIN 0001 ISIS Phase 3 Demonstration

2000-15	Centralization Intrusion Alarm Monitoring	01 December 2000
2001-05	Inactive Tool Storage	11 April 2001
2002-07	Customer Shipping Containers	26 March 004

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

252.228-7002 AIRCRAFT FLIGHT RISKS (SEP 1996)

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

(1) Aircraft, unless otherwise provided in the Schedule, means--

(i) Aircraft furnished by the Contractor under this contract (either before or after Government acceptance); or

(ii) Aircraft furnished by the Government to the Contractor, including all Government property placed on, installed or attached to the aircraft; provided that the aircraft and property are not covered by a separate bailment agreement.

(iii) Aircraft includes lighter-than-air airships.

(2) Flight means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land-based aircraft, flight begins with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) For seaplanes, flight begins with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) For helicopters, flight begins upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) For vertical take-off aircraft, flight begins upon disengagement from any launching platform or device and continues until the aircraft has been reengaged to any launching platform or device.

(3) Flight crew members means the pilot, co-pilot, and unless otherwise provided in the Schedule, the flight engineer, navigator, bombardier-navigator, and defense systems operator as required, when assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(b) This clause takes precedence over any other provision of this contract (particularly paragraph (g) of the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause).

(c) Unless the flight crew members previously have been approved in writing by the Government Flight representative, who has been authorized in accordance with the combined regulation entitled "Contractor's Flight and Ground Operations" (Air Force Regulation 55-22, Army Regulation 95-20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1), the Contractor shall not be--

(1) Relieved of liability for damage, loss, or destruction of aircraft sustained during flight; or

(2) Reimbursed for liabilities to third persons for loss or damage to property or for death or bodily injury caused by aircraft during flight.

(d)(1) The loss, damage, or destruction of aircraft during flight in an amount exceeding \$100,000 or 20 percent of the estimated cost of this contract, whichever is less, is subject to an equitable adjustment when the Contractor is not liable under--

(i) The Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause, and

(ii) Paragraph (c) of this clause.

(2) The equitable adjustment under this contract for the resulting repair, restoration, or replacement of aircraft shall be made--

(i) In the estimated cost, the delivery schedule, or both; and

(ii) In the amount of any fee to be paid to the Contractor.

(3) In determining the amount of equitable adjustment in the fee, the Contracting Officer will consider any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction.

(4) Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(e) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled "Contractor's Flight and Found Operations" in effect on the date of contract award.

(End of clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

- (b)(4)
- Lockheed Martin, Space Systems Company

(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 DARPA under Contract No. HR0011-09-C-0036.

(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 DARPA.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment No. 1 - Statement of Work		
Attachment 2	Attachment No. 2 - DD Form 254		
Attachment 3	Attachment No. 3 - IP Assertions		
Attachment 4	Attachment No. 4 - Advance Agreement		

Statement of Work

Scope

The Defense Advanced Research Projects Agency (DARPA)'s Integrated Sensor Is Structure (ISIS) program has the goal of supporting the nation's need for persistent wide-area surveillance, tracking, and engagement of all time-critical air and ground targets. Under ISIS Phase 3, a sub-scale Demonstration System is designed, fabricated, tested, and demonstrated, with the goals of:

- Demonstrating critical technology performance
- Reducing Objective System risk
- Illustrating technology and performance that is traceable and scalable to the Objective System by executing a 90-day flight test

Objective: the objective of Phase 3 is to design, fabricate, assemble, and flight test a sub-scale ISIS demonstrator.

Period of Performance: the period of performance shall be forty-six months beginning at contract execution.

Government Furnished Equipment (GFE) and other Government Furnished Resources

Section H of the contract identifies the equipment, personnel, and other resources to be provided by the Government for performance of the ISIS Phase 3 contract.

1.0 REQUIREMENTS

1.1 Program Management Integration: the contractor shall conduct work and activities necessary for satisfying the contract program goals and objectives.

1.1.1 Program Management: the contractor shall provide management cognizance over administrative, contracts, subcontracts, technical, manufacturing, quality assurance, safety, and security efforts. The contractor shall provide integration oversight, and direction of program technical, cost, and schedule activities required to achieve program goals. The contractor shall establish a secure communications link for data transfer with DARPA upon contract award.

1.1.2 Program Reviews and Briefings: the contractor shall perform planned reviews and briefings: Kickoff Meeting, System Requirements Review (SRR), Integrated Baseline Review (IBR), Conceptual Design Review (CoDR), System Design Review (SDR), Preliminary Design Reviews (PDR), Midterm Critical Design Review (M-CDR), Critical Design Review (CDR), Ground Test Readiness Review (GTRR), Technical Readiness Reviews (TRR), Range Safety Review (RSR), Flight Assurance Review (FAR), Program First Flight/Flight Test Readiness Reviews (FFRR/FTRR), and Technical Interchange Meetings (TIM) as required.

1.1.3 Security Management: the contractor shall develop and execute a proactive security management program. This includes development of data and hardware security and security program plan.

1.1.4 Deliverables: The table in Section F-2 of the contract identifies the deliverables to be provided in ISIS Phase 3.

1.2 Systems Engineering and Integration

1.2.1 Systems Engineering Management: the contractor shall perform all work necessary to direct and control the integrated engineering effort as detailed in the tailored SE Management Plan (SEMP).

The contractor shall perform the system engineering activities necessary to establish, define, allocate, and track the system's requirements, including flow down of these requirements to the component level and coordination of the relevant engineering Interface Control Documents (ICD).

1.2.2 Systems Engineering: the contractor shall perform the work necessary to document and maintain the traceability from the Demonstration System configuration to an Objective System configuration.

The contractor shall perform tasks necessary to optimize program performance against risk exposure. The contractor shall manage program risks including risk identification, assessment, analysis, mitigation planning, tracking, and reporting for the entire program, including subcontractor risks. The contractor shall develop and maintain a tailored program Risk and Opportunity Management Plan (ROMP) to effectively mitigate identified sources of risk. This includes the management and maintenance of a risk management database where status (i.e., risk assessment datasheets, risk levels, event driven mitigation plan(s), etc.) and history of all risks are maintained along with an estimation of the program cost and schedule impact associated with each risk item.

1.2.3 Reliability, Maintainability, and Survivability (RM&S): RM&S engineering shall assure the Objective System designs meet program goals for Mission Success and Materiel Availability through architectural trade studies and analyses performed at a functional level.

1.2.4 Configuration and Data Management: the contractor shall assemble a configuration and data management staff to ensure performance of the demonstrator system. This staff will perform all necessary configuration and data management tasks, including baseline management, control and review boards, and developing and maintaining an information management system.

1.2.5 System Integration: the contractor shall perform the work necessary to coordinate the integration of the components of the overall Demonstration System, including the radar system, the flight vehicle, flight assurance activities, and flight test activities.

1.2.6 Objective System Refinement: the contractor shall perform the work necessary to update the Objective System configuration, and life-cycle cost.

1.3 Demonstrator System: the contractor shall perform all work necessary to plan and integrate the procured or assembled components into the flight vehicle to produce a fully integrated system. This also includes those tasks required for final finish, including painting and application of finishes, coatings, and decals, as well as vehicle level development or planning tasks in engineering and manufacturing.

1.3.1 Major Component Testing and Flight Simulation Modeling: the contractor shall design, fabricate, and test airship components, gather and analyze data for use in the development of the baseline Demonstration System, providing a high level of traceability to the baseline Demonstration System.

1.3.2 Demonstrator System IPT Management: the contractor shall establish a Demonstrator System IPT management team to ensure program performance for the Demonstration System.

1.3.3 Radar System: the contractor shall perform all work necessary to develop a radar system fully integrated into the flight vehicle system

1.3.3.1 Requirements Development and Update: the contractor shall perform required analyses, a functional allocation, and a flow down of requirements from the System Requirements Document (SRD) to the applicable configuration item requirements documents. These flow downs include data detailing airship mechanical and electrical interfaces.

1.3.3.2 Design: the contractor shall develop the ISIS demonstration radar in accordance with the SRD and the ISIS Interface Control Documents (ICD). The ISIS demonstration radar consists of (a) the radar antenna installed on the airship support structure identified as the Pill; (b) radar support electronics including radio frequency and digital signal processing equipment; (c) communications subsystem for controlling the radar and recovering its data during flight; (d) calibration and metrology subsystem necessary for proper operation of the radar; (e) display and communication equipment for the ISIS ground station; and (f) any radar-specific cooling subsystem.

The contractor shall provide a simulation of the demonstration radar to use for training and flight test planning. The contractor shall provide updates to the Objective System design and performance at

quarterly program reviews. The contractor shall provide updates to the Objective System cost at PDR, mid-CDR, CDR, and in the Final Report.

1.3.3.3 Build: the contractor shall manufacture the sensor subsystems and subassemblies needed to create the ISIS demonstration radar when integrated with the airship. This includes fabrication of the Pill structure and subsystems that support the antenna subassemblies.

1.3.3.4 Bench Integration: the contractor shall progressively integrate the ISIS demonstration radar subsystems and subassemblies. The contractor shall combine assembled and tested subsystem and subassemblies on the benches to make functioning systems, install system level software, and perform engineering-level testing to verify performance.

1.3.3.5 Rooftop System Integration: the contractor shall integrate the full radar backend equipment with antenna subassemblies in the rooftop system integration laboratory to make a functioning system, install system level software, and perform engineering-level testing to verify performance.

1.3.3.6 Pill Integration: the contractor shall integrate antenna subassemblies with the Pill and also integrate the radar antenna with all its support systems and software. The contractor shall conduct formal inspections, demonstrations, analyses, and laboratory tests to verify compliance with the ISIS demonstration radar system hardware specification and the ISIS demonstration radar system software specification.

1.3.3.7 Airship-Level Integration: the contractor shall support final assembly, installation and integration of the ISIS radar with the ISIS airship. The contractor shall provide the required source data, tools, and personnel for the final assembly, installation, and integration of components, wiring, hardware, and software associated with ISIS demonstration radar.

1.3.3.8 Radar Calibration: the contractor shall ensure that the ISIS demonstration radar is properly installed, integrated, internally calibrated, and tested with the airship systems.

1.3.3.9 Radar System Verification (Inspection, Demonstration, Analysis, and Test): the contractor shall conduct system verification to verify the radar performs to specification once installed in the airship.

1.3.3.10 Flight Test Support: the contractor shall operate the ISIS demonstration radar via the ISIS mobile ground station during flight test operations. The contractor shall be responsible for recording radar related flight test data and for archiving the data for later use. The contractor shall produce periodic flight test reports during the demonstration flight test and present a summary of these reports during customer reviews.

1.3.4 Airship System: the contractor shall perform all work necessary to develop and manage the airship system, which includes the power system, propulsion system, vehicle management system, envelope system, secondary systems, and the ground system. This also includes elements that encompass the daily work necessary to plan, organize, control, direct, staff, and schedule activities necessary to meet or exceed the airship system performance, schedule, and cost objectives.

1.3.4.1 Airship System IPT Management: the contractor shall plan, organize, control, direct, staff, and schedule activities necessary to meet or exceed the airship system performance, schedule, and cost objectives.

1.3.4.2 Power System: the contractor shall define, select, design, integrate, and test the vehicle power system, to include electrical busses; power switching capabilities; load management; power reliability, maintainability, and safety; utility systems integration; mass properties; electrical systems integration; utility subsystems installation and integration; structural analysis; and materials and processes control.

1.3.4.3 Propulsion System: the contractor shall define, plan, certify, integrate, and test the Propulsion System, including the support system, the propulsion controller, and the thruster motor and propeller.

1.3.4.4 Vehicle Management System (VMS): the contractor shall design, fabricate, and deliver the vehicle management system (VMS) and avionics, including trade studies and supporting analysis;

certification design processes and documentation; system architecture determination; system requirements and allocation of performance requirements; and design, laboratory integration, and test of flight control and avionics systems.

1.3.4.5 Envelope System: the contractor shall design, fabricate, and deliver the soft structure, including the envelope hull, ballonets, the empennage, all bonded attachment points, and assorted doublers and patches. The contractor shall provide a concept design, analysis, development documentation, materials development, subcontractor integration, detail design, fabrication, delivery, vehicle integration support, qualification testing, repair validation, service manual development, and flight test and certification support.

1.3.4.6 Secondary Systems: the contractor shall design, fabricate, and integrate each secondary system, including propulsion, empennage, pill pressurization, electrical protection, wiring, ballast, lighting, flight safety, antenna, thermal, flight termination, non-radar payload, and ground support equipment.

1.3.4.7 ISIS Ground Station Systems (IGSS): the contractor shall plan and integrate the IGSS, including design and engineering, onboard avionics, ground station elements (pilot vehicle interface, sensor operator interface, GS software, GS hardware, network interface, and meteorological mission analysis), command and control (C2) systems, and ground station assembly, integration, and test.

The Ground Station System is divided into two systems: the Ground Control Station (GCS) and the Remote Operations Center (ROC). The GCS is the primary ground station system. It is built into a securable trailer for mobility, allowing for travel to the mission operations area without the need to tear down the internal arrangement. The ROC is a minimally equipped ground station and performs C2 functions only as a back-up to the GCS, such as when the GCS is being transported to the deployment location.

1.3.5 System Analysis: the contractor shall perform all work necessary to perform system analyses, including system simulation and analyses for aerodynamics, stability, control; performance; sensor exploitation; system sizing; weight and balance; system thermal; and system loads and structures.

1.4 Flight Test: the contractor shall define the ISIS Phase 3 flight test requirements and methodologies. The contractor shall prepare and maintain a system test plan that defines all elements of the test programs, review and approve test strategies prior to execution, track performance to planned execution, verify the program goals are met, and perform analysis and reporting of test data. The system test plan shall include the planned integration and test activities to be conducted in the system integration laboratory, wind tunnel tests and other testing as required, ground vibration testing, structural coupling tests to demonstrate and verify flight control integrity and structural compliance, material testing, motor testing, and ground and flight testing to validate accomplishment of program goals.

1.5 Flight Assurance: the contractor shall perform the work necessary to define the ISIS Phase 3 Demonstration Vehicle flight assurance, including system safety; airworthiness; quality assurance (QA); support regulatory coordination; software quality assurance (SQA); and RM&S studies and analyses performed at a functional level to support Mission Success and Materiel availability requirements.

1.6 Procurement Management: the contractor shall perform the work necessary to develop and execute a proactive subcontract and material management program. This includes development of a subcontract management plan; selection of suppliers and subcontractors that best meet the program requirements; competing suppliers and subcontractors when appropriate; performing cost analyses; negotiating and placing purchase orders and subcontracts; allocating contractual, programmatic, and technical requirements; and implementing methods of cost, schedule, and technical performance tracking and monitoring.

1.7 Business Management: the contractor shall establish a business management team to ensure performance on the program. This business team shall consist of a business manager and adequate staff to provide management cognizance over the cost, schedule, and planning (including Earned Value

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Attachment No. 1

Management System (EVMS)), performance management, contracts, parametric costing, and scheduling efforts.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

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

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARD REQUIRED

TOP SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

X	a. PRIME CONTRACT NUMBER	
	HR0011-09-C-0036	
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NO.	DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

X	a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD)
		20081014
	b. REVISED (Supercedes all previous specs)	REVISION NO.
	c. FINAL (Complete Item 5 in all cases)	DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:

Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
LOCKHEED MARTIN AERONAUTICS COMPANY 1011 LOCKHEED WAY PALMDALE, CA 93599-2174	0L1E5	DSS PASADENA, CA FIELD OFFICE 3452 E. Foothill Boulevard Suite 524 Pasadena, CA 91107

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

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

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ISIS program support.

10. CONTRACTOR WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X	
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION		
(1) Sensitive Compartmented Information (SCI)		X
(2) Non-SCI		X
f. SPECIAL ACCESS INFORMATION	X	
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION	X	
k. OTHER (Specify)		X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
h. REQUIRE A COMSEC ACCOUNT	X	
i. HAVE TEMPEST REQUIREMENTS	X	
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER (Specify)		
Automated Information Systems (A.I.S.)	X	

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

See Attachment 1 / Item 12.

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

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

See Attachment 1.

Item 17. (Con't.)
STO PM
STO PSR
SID Classification Management Office
DARPA SAPCO

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

SAP information shall be protected in accordance with the DoD Overprint to the NISPOM Supplement, dated 1 April 2004, with the exception of A.I.S. and Physical Security, which shall be protected in accordance with DCID's 6/3 and 6/9, or approved replacement documents.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

DSS is responsible for inspection of all SAP materials under this contract.

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
Eshenbrenner, Brian W	Director, Special Access Program Central Office	571-218-4371

d. ADDRESS (Include Zip Code)
Defense Advanced Research Projects Agency (DARPA)
3701 N. Fairfax Drive
Arlington, VA 22203

- 17. REQUIRED DISTRIBUTION**
- a. CONTRACTOR
 - b. SUBCONTRACTOR
 - c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
 - d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
 - e. ADMINISTRATIVE CONTRACTING OFFICER
 - f. OTHERS AS NECESSARY

e. SIGNATURE


-ATTACHMENT #1 TO DD FORM 254 FOR CONTRACT #HR0011-09-C-0036-

For Block 13

Items 10a & 11h. Contractor is authorized the use of secure telephones (STU-III/STE) with fax. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Further disclosure of COMSEC information by a contractor, to include subcontracting, requires prior approval of the contracting activity.

Item 10f. IAW the NISPOMSUP, if you are experiencing difficulty in gaining access to DARPA SAP's for Senior Industry officials specifically designated to manage, administer, and oversee DoD SAP's within a company, please contact the DARPA Special Access Program Central Office (SAPCO).

Item 10j. "FOR OFFICIAL USE ONLY" (FOUO) is not a classification marking. It identifies unclassified DoD information that is exempt from public disclosure. It must not be given general circulation without receiving public release authority in accordance with Block 12, above. FOUO information will be marked, transmitted, safeguarded and disposed of in accordance with DoD Regulation 5200.1R, DoD Information Security Program.

Item 11c. Classified material generated in support of this contract shall be classified in accordance with the source material used or DARPA-CG-296, dated Sept. 2004, and DARPA-CG-334 (DRAFT), which will be provided by the DARPA program manager. All classified information received or generated under this contract is the property of the U.S. Government. At the termination or expiration of this contract, DARPA will be contacted for proper disposition instructions.

Item 12. No information, except as provided in applicable U.S. Statutes, which is classified or unclassified pertaining to this contract shall be released for public dissemination without prior written approval of DARPA. Material and information proposed for public release must be submitted at least sixty (60) days prior to the requested release date. For additional information please visit www.darpa.mil/tio.

Requests for release of information related to any DARPA Special Access Program (SAP) must be submitted through approved SAP communication channels to the DARPA Special Access Program Coordination Office (SAPCO). Within the Department of Defense, the existence of unacknowledged SAPs will not be revealed, acknowledged or affirmed to any person not accessed to the SAP. Submit requests for Public Release of information not related to DARPA SAPs to:

DARPA/TIO
3701 N. Fairfax Drive,
Arlington, VA 22203-1714
(571) 218-4235

Submit requests for Public Release of information related to
DARPA SAP's to:

DARPA/SAPCO
3701 N. Fairfax Drive
Arlington, VA 22203-1714
(703) 248-7211

The following information must accompany each submission:

- 1) Requesting organizations Point of Contact information
- 2) Document title
- 3) Document Author (s)
- 4) Non-technical description of document's subject
- 5) Number of pages, or for videos number of minutes
- 6) Document Format (PowerPoint, Word, Spreadsheet, etc.)
- 7) Document Type (Briefing, Speech, Report, Abstract, Article, Internet Posting, etc.)
- 8) Event type (Conference, Principle Investigator Meeting, Press Release, etc.)
- 9) Event Title
- 10) Event Date
- 11) Desired Date
- 12) DARPA Program Manager or DARPA POC.
- 13) Has a previous version or portion of this material been submitted to DARPA/TIO? Provide case number if available.
- 14) Has this material been submitted to another agency for public release? Provide POC and contact information.
- 15) Other information pertinent to this request."

Additional:

- a. Copies of all subcontractor DD 254's should be faxed to the DARPA Classification Management Office, at 571-218-4638. Signed, scanned copies can also be emailed to: sid-clasgmt@darpa.mil.
- b. Prior to subcontracting Top Secret or SAP Information, the contractor will obtain concurrence from the Contracting Officer for Security Matters, DARPA.
- c. Reports of loss, compromise or suspected compromise shall be provided to the Contracting Officer for Security Matters, DARPA within 24 hours of the incident, in addition to the reporting requirements to DSS outlined in the NISPOM.
- d. All of the above security requirements, where applicable, will flow down to any subcontractors and consultants supporting this contract.

Intellectual Property Assertions
Phase 3

No.	Technical Data or Computer Software to Be Furnished with Restrictions*	Basis for Assertion	Assertion Rights Category	Name of Person Asserting Restrictions
1.	(b)(4)	Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
2.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
3.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
4.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
5.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
6.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
7.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
8.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
9.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
10.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
11.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation
12.		Developed Exclusively at Private Expense	Limited	(b)(4) Lockheed Martin Corporation



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

**ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE
OF PRE-AWARD COSTS UNDER CONTRACT HR0011-09-C-0036
Revision 1**

- Reference:
- (a) Early Start Request Memorandum dated 26 February 2009 and 18 March 2009
 - (b) DARPA Procurement Guidance Y159/00/01, dated 3 December 2008
 - (c) Lockheed Martin's Technical Proposal entitled, "Integrated Sensor Is Structure (ISIS) Phase 3 Demonstration Program" dated 15 September 2008
 - (d) ISIS Cost Proposal, updated 23 December 2008 and 11 March 2009

The Contracts Management Office (CMO), Defense Advanced Research Projects Agency (DARPA) has received a valid and properly funded procurement request (reference (b)) in support of ISIS. This request follows upon receipt of reference (a) and reference (c) and its evaluation under Broad Agency Announcement (BAA) 08-47. The issuance of a cost-plus-fixed-fee contract is intended.

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

FIRST: In the event a contract is awarded, pre-award costs, not to exceed \$2,750,000 shall be allowable under the contract provided that the individual costs therein shall be:

- (1) Otherwise allowable, reasonable and allocable;
- (2) Incurred no sooner than 27 February 2009; and
- (3) Incurred specifically for Lockheed Martin efforts on the following

tasks:

- (a) Long-lead procurement items with (b)(4)
- (b) Statement of Work, specifications, and requirements for all subcontractors and/or Intra-Lockheed Martin Work Transfer agreements;
- (c) Integrated Master Schedule coordination with all subcontractors and/or Intra-Lockheed Martin Work Transfer Agreements;
- (b)(4)
- (e) **Antenna Production: Take a critical look at the process flow and the material strategy to optimize the design for production yield and cost of the antenna production. Also, investigate new technologies that have come to fruition since Phase 2 (e.g., like 'direct write' from NSCRYPT).**
- (f) **Navigation-Metrology Architecture: Initiate the Navigation-Metrology system work to solidify designs and plan tasks.**
- (g) **System Requirements Allocation: Start work on flow-down of top-level system requirements to the sub-system level.**

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

- (1) 30 April 2009; and
- (2) The date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$2,750,000.

**ADVANCE AGREEMENT TO AUTHORIZE INCURRENCE
OF PRE-AWARD COSTS UNDER CONTRACT HR0011-09-C-0036**

Revision 1

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, specifications and price(s). Any resulting 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 Contract award. This Agreement does not require the Contractor to incur any such costs, and any such costs incurred are at the risk of the Contractor, pending the award of a contract.

For the Contractor:

(b)(4)

(b)(4)

Date

Manager, Contract Negotiations
Advanced Development Programs
Lockheed Martin Aeronautics Company

For the Government:

(b)(6)

Date

N. Tina Stuard
Contracting Officer
Defense Advanced Research Projects Agency
Contracts Management Office

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	6
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 30-Oct-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)		
6. ISSUED BY DARPA CMO ATTN: NATALY STUARD 3701 N. FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA PALMDALE 40015 SIERRA HIGHWAY PALMDALE CA 93550		CODE	S0303A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION 1011 LOCKHEED WAY PALMDALE CA 93599-0001				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0036	
				X	10B. DATED (SEE ITEM 13) 23-Apr-2009	
CODE 0L1E5	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: kpeterso1056 Pursuant to FAR 52.232-22, the purpose of this modification is to provide incremental funding to CLIN 0001 in the amount of \$15,000,000; to revise section F-2 Reports and Other Deliverables; and to revise section C-2 Reports and Other Deliverables, in accordance with Contractor requests, dated October 9, 2009, August 20, 2009, and June 17, 2009, respectively. (AO No. Y159/02)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STUARD, NATALY / PCO TEL: _____ EMAIL: Tina.Stuard@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 02-Nov-2009		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been modified as highlighted in bold:

1) SECTION B - SUPPLIES OR SERVICES AND PRICES

a. SUBCLIN 000103 is **added** as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000103		\$0.00	\$0.00	\$0.00
	Funding for CLIN 0001 CPFF FOB: Origin AO No. Y159/02			\$0.00
	ACRN AC			\$15,000,000.00

2) SECTION C - DESCRIPTIONS AND SPECIFICATIONS

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.

(2) CONTRACT PERFORMANCE REPORT (CPR)

Each report shall be submitted in formats 1, 3, and 5, as defined in Data Item Description (DID) number DI-MGMT-81466A. Current Period and Cumulative To Date Schedule Dollar Variance and Current Period and Cumulative To Date Cost Dollar Variance shall be submitted at the threshold of 5% and \$250,000 at the following CPR WBS Reporting elements: 1.1 Program Management, 1.2 Systems Engineering Integration Team (SEIT), 1.3.1 Mfg, Assy, Integration & Test, 1.3.2 Ground Control Station & Communications, 1.3.3 Radar System, 1.3.4.1 Airship System Management, 1.3.4.2 Power System, 1.3.4.3 Propulsion System, 1.3.4.4 Vehicle Management System (VMS), 1.3.4.5 Envelope System, 1.3.4.6 Secondary Systems, 1.3.5 Simulation & Analysis, 1.4 Flight Test, 1.5 Flight Assurance, 1.6 Procurement Management, and 1.7 Business Management (the next lower WBS level for items identified as high risk) (format 5). Reporting shall be submitted at Complete Dollar Variance (VAC) at the threshold of 5% or \$500,000.

(3) INTEGRATED MASTER SCHEDULE (IMS)

Each report shall be submitted as defined in DID number DI-MGMT-81650.

(4) CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)

Each report shall be submitted in accordance with the DoD WBS Handbook (MIL-HDBK-881A) and as defined in DID number DI-MGMT-81334C.

(5) CONTRACT FUNDS STATUS REPORT (CFSR)

Each report shall be submitted as defined in DID number DI-MGMT-81468.

(6) FINAL REPORT

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

(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
 Strategic Technology Office (STO)
 Program: Integrated Sensor Is Structure (ISIS)
 ARPA Order No. Y159/00 & Y159/01, Program Code: 8F40
 Issued by DARPA/CMO under Contract No. HR0011-09-C-0036

(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.

(end of clause)

3) SECTION F - DELIVERIES OR PERFORMANCE

a. The following Delivery Schedule item has been **added** to SUBCLIN 000103:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 23-APR-2009 TO 02-MAR-2013	N/A	AIR FORCE RESEARCH LABORATORY/RIEA MR JEFFERY MACK 525 BROOKS ROAD ROME NY 13441-4505 (315) 330-3431 FOB: Origin	FA8751

b. 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 list. This list of deliverables shall be finalized and submitted for review and approval of the contracting officer no later than SRR:

Milestone	Delivery	Content
PDR (BAA Task 1)	April 30, 2010	ISIS Phase 3 PDR DS Report, including: DS design Critical technologies matched to OS design Prototype of Critical Technologies matched to DS, traceable to OS Software and processing designs Software re-use definition Segment of seamed hull material (10m x 10m) ISIS Phase 3 PDR OS Report, including: Refined OS design Radar Performance (Classified) Updated Demonstration System Risk Assessment
Radar CDR (BAA Task 1)	November 30, 2010	ISIS Phase 3 Mid CDR DS Report, including: DS Critical-technology components Detailed DS test plans DS Post-Demonstration operational plan with cost DS Launch procedure definition ISIS Phase 3 CDR OS Report, including: OS Life Cycle Cost Estimate Refined OS CONOPS Detailed OS Radar Performance (Classified)
CDR (BAA Task 1)	April 30, 2011	ISIS Phase 3 CDR DS Report, including: Final DS design Scaled integration definition of Hull, Power, and radar with metrology & calibration DS Volume critical technology samples ISIS Phase 3 CDR OS Report, including: Refined OS system design Updated OS Radar Performance (Classified) Updated Demonstration System Risk Assessment
GTRR (BAA Task 2)	April 30, 2012	DS volume deliveries Finalized DS test plan DS software bench for major subsystems DS software interface definition "Virtual ISIS" for radar test planning and radar operator training
FTRR (BAA Task 3)	September 30, 2012	ISIS Demonstration System (vehicle and ground system); DD250 the DS
Contract Completion (BAA Task 3)	March 2, 2013	Final Report, including: DS verification matrix demonstrating requirements complete Refined OS system design OS final life cycle cost estimate
Reporting		R&D Status Report, monthly commencing June 25th Contract Performance Report (CPR), formats 1,3, & 5, monthly commencing June 25th Integrated Master Schedule (IMS), monthly commencing June 25th Contract Work Breakdown Structure (CWBS), monthly commencing June 25th: CWBS to be submitted only upon revisions from previous CWBS submittal. Revisions to CWBS to be highlighted to ease identification. Contract Funds Status Report (CFSR), monthly commencing June 25th Integrated Baseline Review (IBR)

(b) Acceptance of the ISIS Demonstration System (vehicle and ground system) will occur at Lockheed Martin Maritime Systems & Sensors, 1210 Massillon Road, Akron, OH 44315, by Contracting Officer's Representative (COR) Jeffrey Mack.

4) SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

a. As a result of this modification, the total funded amount for this document was **increased by \$15,000,000.00** from \$100,000,000.00 to **\$115,000,000.00**.

b. SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 9700400 1320 Y159 P0C40 2525 DPAC 0 5030 S12136 63286E

Increase: \$15,000,000.00

Total: \$15,000,000.00

c. G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$115,000,000** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance **through 10 months**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$115,000,000** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

5) Except as modified above, the terms and conditions of Contract No. HR0011-09-C-0036 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			U	1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 04-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY DARPA CMO ATTN: NATALY STUARD 3701 N. FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA PALMDALE 40015 SIERRA HIGHWAY PALMDALE CA 93550		CODE S0303A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION 1011 LOCKHEED WAY PALMDALE CA 93599-0001			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0036
			X	10B. DATED (SEE ITEM 13) 23-Apr-2009
CODE 0L1E5	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: kpeterso10213 Pursuant to 52.232-22, the purpose of this modification is to provide incremental funding in the amount of \$11,000,000 (AO No. Y159/03).				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STUARD, NATALY/PCO TEL: _____ EMAIL: Tina.Stuard@darpa.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 04-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been modified as highlighted in bold:

1) SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

- a. As a result of this modification, the total funded amount for this document was increased by **\$11,000,000.00** from \$115,000,000.00 to **\$126,000,000.00**.

SUBCLIN 000103:

- b. AC: 9700400 1320 Y159 P0C40 2525 DPAC 0 5030 S12136 63286E (CIN 00000000000000000000000000000000) was **increased by \$11,000,000.00** from \$15,000,000.00 to **\$26,000,000.00**.

- c. G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$126,000,000** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance **through 12 months**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$126,000,000** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

- 2) Except as modified above, the terms and conditions of Contract No. HR0011-09-C-0036 shall remain unchanged and in full force and effect.

(End of Summary of Changes)