

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 22	
2 CONTRACT (Proc Inst Item) NO HR0011-09-C-0097		3 EFFECTIVE DATE 16 Jul 2009		4 REQUISITION/PURCHASE REQUEST/PROJECT NO Y40700			
5 ISSUED BY DARPA CMO ATTN: CHRISTOPHER GLISTA 3701 N FAIRFAX DR ARLINGTON VA 22203		CODE HR0011		6 ADMINISTERED BY (If other than Item 5) DCMA LOCKHEED MARTIN DALLAS P O BOX 650003 M/S PT-03 DALLAS TX		CODE S4420A	
7 NAME AND ADDRESS OF CONTRACTOR (Use street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION 1701 W MARSHALL DR GRAND PRAIRIE TX 75051-2704				8 DELIVERY [] FOB ORIGIN [X] OTHER (Set below)			
				9 DISCOUNT FOR PROMPT PAYMENT			
10 SUBMIT INVOICES 1 (If copies unless otherwise specified) TO THE ADDRESS SHOWN IN:				ITEM Section G			
CODE 64059		FACILITY CODE					
11. SHIP TO/MARK FOR OFFICE OF NAVAL RESEARCH GIL GRAFT 875 N RANDOLPH STREET DNR CODE 35 ARLINGTON VA 22203		CODE N00014		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 162381 COLUMBUS OH 43216-2381		CODE H00335	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C 2304(c)(X) [] 141 U.S.C 253(c)(X)				14 ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$9,997,065.00	
16 TABLE OF CONTENTS							
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CONTRACTING OFFICER'S WILL				COMPLETE ITEM 17 OR 18 AS APPLICABLE			
17 (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return to contracting officer.) Contractor agrees to furnish and deliver as items as perform all the services set forth in otherwise stated here and on any communication 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 documents, communications, certifications, and specifications as are attached or incorporated in reference herein. (Attachments are listed below.)				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 communication sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual documents is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)				19B. NAME OF CONTRACTING OFFICER CHRISTOPHER L. GLISTA - Contracting Officer TEL: (571) 218-4405 EMAIL: christopher.glista@darpa.mil			
19B. NAME OF CONTRACTOR (b)(4)		19C. DATE SIGNED 7/15/09		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 7/17/09	
BY		(Signature of person authorized to sign)		BY		(Signature of Contracting Officer)	

Section B - Supplies or Services and Prices

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL EST. COST PLUS FIXED FEE</u>
0001	<p>Long Range Anti-Ship Missile (LR-ASM) CPFF</p> <p>The Contractor shall perform the Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase 1, in accordance with Attachment No. 1 - Statement of Work, and Section C-1 of the Contract. Technical data, reports, and other deliverables are not separately priced and shall be provided to the Government in accordance with Sections C, F and Attachment No. 1 of the Contract.</p>	(b)(4)	(b)(4)	\$9,997,065.00
ITEM NO 000101	<p>Funding for CLIN 0001 CPFF AO No. Y402/00</p> <p>ACRN AA</p>			\$9,997,065.00

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 Number (CLIN) 0001 in accordance with the Statement of Work, Attachment No. 1 hereto.
- (b) Phase 2: In order for the Government to consider the viability of continuing into a potential Phase 2 (Phase 2a – Critical Design Review (CDR) and Phase 2b – System Flight Test), the results of Phase 1 shall be weighed against the following Go/No-Go criteria:
- Government approval of PDR
 - Range meets or exceeds goal from classified addendum (independent assessment based on model parameters)
 - Probability of mission kill meets or exceeds goal from classified addendum (independent assessment based on model parameters)
 - Preliminary prototype design achieves 100% compliance with operationally representative performance characteristics

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

C-2 Reports and Other Deliverables

- (a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall be submitted in writing, as defined in FAR 2.101, or as specified below:
- (1) R&D STATUS REPORT*
- This brief narrative, not to exceed five pages in length, shall contain the following:
- (i) For first report only; the date work actually started.
 - (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously
 - (iii) Planned activities and milestones for the next reporting period.
 - (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
 - (v) Notification of any changes in key personnel associated with the contract during the reporting period.
 - (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
 - (vii) Summary of all problems or areas of concern.
 - (viii) Related accomplishments since last report.
 - (ix) Fiscal status, to include reporting of summary level financial data in the following format:
(next page)

R&D STATUS REPORT
PROGRAM FINANCIAL STATUS

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

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

Based on currently authorized work:

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

YES NO

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

\$ _____

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

YES NO

**NOTE: In accordance with DFARs 252.227-7013(e)(iii), the Contractor (Prime and Subcontractor) shall notify the Government, via the Monthly R&D Status Report, of any data deliverables which will be furnished to the Government with less than Unlimited Rights that are in addition to those stipulated in Attachment No. 3 to the Contract.*

(2) FINAL TECHNICAL REPORT FOR PHASE 1

This report shall document the results of the complete effort and should be delivered at the completion of Phase 1. Title pages shall include a disclaimer worded substantially as follows:

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

The Final Technical Report summary shall include:

- Task Objectives
- Technical Problems
- General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
- Technical Results
- Important Findings and Conclusions
- Significant Hardware Development
- Special Comments
- Implications for Further Research
- Standard Form 298, August 1998

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

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

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

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

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

Sponsored by
Defense Advanced Research Projects Agency
Tactical Technology Office (TTO)
Program: Long Range Anti-Ship Missile (LR-ASM) Demonstration Program, Phase I
Issued by DARPA/CMO under Contract No. HR0011-09-C-0097

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

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

- (3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.
- (4) Distribution Statement B applies. "Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to DARPA Technical Office via email at tio@darpa.mil."

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

(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 destination by the Contracting Officer's Representative identified in Section G herein.

Use of the DD 250 is required for submission for the Final Technical Report for Phase 1 only.

CLAUSES INCORPORATED BY REFERENCE

52.246-9
252.246-7000

Inspection Of Research And Development (Short Form)
Material Inspection And Receiving Report

APR 1984
MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

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F-1 Term of Contract

(a) The term of the Contract commences on July 17, 2009 and continues through April 16, 2010.

(end of clause)

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressees specified in F-3 entitled "Report Distribution" in accordance with the following:

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

(end of clause)

F-3 Report Distribution

(a) DARPA/Tactical Technology Office (TTO)

Attn: Mr. Robert McHenry
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: robert.mchenry@darpa.mil
 (one copy of each report and deliverable)

(b) DARPA/Tactical Technology Office (TTO)

Attn: Assistant Director, Program Management (ADPM)
 3701 North Fairfax Drive
 Arlington, VA 22203-1714
 Email: adpm-tto@darpa.mil

(one copy of the R&D Status Reports and Final Technical Report for Phase 1)

(c) Mr. Gil Graff, Contracting Officer's Representative (COR)

Office of Naval Research (ONR)
One Liberty Center, 875 North Randolph Street
Arlington, VA 22203-1995
Email: gil.graff@navy.mil
(one copy of each report and deliverable)

(d) DARPA/Library

3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Technical Report for Phase 1)

(e) Defense Technical Information Center

(1) Email: TR@dtic.mil

(one electronic copy of the Final Technical Report for Phase 1, 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 for Phase 1, if unclassified)

(f) DARPA/Contracts Management Office (CMO)

Attn: Mr. Chris Glista
3701 North Fairfax Drive
Arlington, VA 22203-1714
(one copy of the R&D Status Reports and Final Technical Report for Phase 1)

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

Note 2: For the Final Technical Report, the Contractor must also comply with the distribution requirements of DFARS 252.235-7011, as applicable.

(end of clause)

F-4 Notice Regarding Late Delivery

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

(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400 1320 Y402 P9G10 2525 DPAC 9 5205 S12136 62702E

AMOUNT: \$9,997,065.00

CIN 00000000000000000000000000000000: \$9,997,065.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

- (a) The Procuring Office Representative is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, e-mail: christopher.glista@darpa.mil.
- (b) Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

(end of clause)

G-2 Electronic Submission of Payment Requests

- (a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

- (1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:

<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>.

This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

- (2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.
 - (b) The following information, regarding invoice routing DoDAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	-- Select Cost Voucher
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S4420A
Service Approver DoDAAC	S4420A

DCAA Office DoDAAC	HAA444
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 Arlington Branch Office
DoDAAC: HAA444
707 East Arapaho Road Suite 220
Richardson, TX 75081-2289

(d) For each invoice/cost voucher submitted for payment, the contractor shall also e-mail a copy of the WAWF automated invoice notice, or a report containing information equivalent to that found in the WAWF notice, directly to the following points of contact:

Name	E-mail	Phone	Role
Mr. Gil Graff	gil.graff@navy.mil	(703) 588-0703	COR
Mr. Chris Glista	christopher.glista@darpa.mil	(571) 218-4405	Contracting Officer

(end of clause)

G-3 Delegation of Authority for Contract Administration

(a) DCMA Lockheed Martin Dallas, 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 Mr. Gil Graff, Office of Naval Research (ONR), One Liberty Center, 875 North Randolph Street, Arlington, VA 22203-1995, telephone (703) 588-0703, e-mail: gil.graff@navy.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

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

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

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

(end of clause)

G-6 Payment of Cost and Fee

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

(1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".

(2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

Section H - Special Contract Requirements

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H-1 Type of Contract

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

(end of clause)

H-2 Public Release or Dissemination of Information

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

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

(end of clause)

H-3 Key Personnel

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

(b)(4)



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

(end of clause)

H-4 LRASM Subsystem Interface Definition

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

(end of clause)

H-5 Invention Disclosure and Reports

All written communications required by DFARS clause 252.227-7038, "Patent Rights - Ownership by the Contractor (Large Business)" (DEC 2007) shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website: <https://s-edison.info.nih.gov/iEdison/>.

(end of clause)

H-6 Restrictions on Printing

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

(end of clause)

H-7 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated July 8, 2009, and a copy of the Contractor's Online Representations and Certifications (ORCA) effective from May 19, 2009 through May 19, 2010, are incorporated herein by reference.

(end of clause)

H-8 Insurance Schedule

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

(end of clause)

H-9 Travel

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

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

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

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

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least thirty (30) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

(end of clause)

H-10 Metric System

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

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

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

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

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

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

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

(end of clause)

H-11 Consent to Subcontract

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

(b)(4)



(b) Approval must be obtained from the Contracting Officer to increase/decrease use of the above listed subcontractors by greater than 10% from the level established in paragraph (a) above. Contracting Officer approval is not required for issuance of subcontracts not listed above, valued at less than \$200,000.

(end of clause)

H-12 Small Business Subcontracting Plan and Goals

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

(end of clause)

H-13 Government Furnished Equipment/Information/Facilities (GFE/GFI/GFF)

- (a) In accordance with the Section I contract clause entitled "Government Property", the following Government-Furnished Equipment/Information/Facilities shall be provided for use in the performance of this contract.

See Attachment No. 4 – Government Furnished Equipment/Information/Facilities (GFE/GFI/GFF)

- (b) Both parties acknowledge that the (b)(3):22 USC shown on the Attachment No. 4 GFE/GFI/GFF list will be consumed in the execution of this contract. The contractor will report the status of this GFE/GFI/GFF at the monthly program reviews. All (b)(3):22 USC found in Attachment No. 4 will have notations of abandonment on the DD1149 upon delivery from the government to the contractor.

- (c) If available, the GFE/GFI/GFF supplied under this contract shall have documentation supporting pedigree and/or traceability information.

(end of clause)

H-14 Proprietary Technical Data and Computer Software

- (a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS

252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. 3.

(end of clause)

H-15 Export Control Clause

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

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

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

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

(end of clause)

H-16 Contractor Code of Business Ethics

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

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

(end of clause)

H-17 Military Security Classification

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

(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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-23	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
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004 Alt I	Excessive Pass-Through Charges - Alternate I	MAY 2008

252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Remarks:

At FAR 52.222-2, insert the word, "zero," in spaces marked with an asterisk (*)

At DFARS 252.211-7003, insert "N/A" under subparagraph (c)(1)(ii)

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

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

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the

applicability requirement of FAR 15.408(k).

(End of clause)

52.247-1 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 authorized contract supplies and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

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

"Transportation is for authorized supplies and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR0011-09-C-0097. This may be confirmed by contacting Christopher L. Glista at telephone no. (571) 218-4405."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.arnet.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

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

- (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. HR0011-09-C-0097.
- (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency (DARPA).

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

Attachment No. 1 – Statement of Work, dated July 2, 2009

Attachment No. 2 – Contracting Officer's Representative (COR) Designation Memo, dated June 9, 2009

Attachment No. 3 – Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software, dated July 2, 2009

Attachment No. 4 - Government Furnished Equipment/Information/Facilities (GFE/GFI/GFF), dated July 2, 2009

Attachment No. 5 – Contract Security Classification Specification, DD Form 254, dated April 15, 2009

STATEMENT OF WORK

FOR

LONG RANGE ANTI SHIP MISSILE - B (LRASM-B)

PHASE 1

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1.0 Introduction

This Statement of Work (SOW) defines the tasks to be performed by the Contractor in support of the Long Range Anti-Ship Missile (LRASM) program. LRASM is a joint DARPA/ONR effort to rapidly develop and demonstrate a ship launched standoff anti-ship strike weapon capable of achieving mission kill against selective surface targets at significant standoff ranges. The program will develop technologies that enable U.S. surface platforms to engage other surface units from well outside direct counter-fire ranges, with inherent capability to ensure weapon survivability against advanced defensive systems. The system to be developed under this statement of work shall be referred to as "LRASM-B."

The program is divided into three phases:

Phase 1: Nine month duration culminating in Preliminary Design Review (PDR)

Phase 2A: (b)(4)

Phase 2B: 15 month duration culminating in flight demonstration

This SOW covers the development effort referred to as Phase 1. During Phase 1, the Contractor will perform the required tasks necessary to mature the design of the LRASM-B concept sufficient to support a successful Preliminary Design Review (PDR) as defined by the program Go/No-Go metrics. Upon successful completion of the PDR the Government shall decide whether or not to proceed with phases 2A and 2B. Section 4 headings identify the WBS elements addressed by each paragraph.

2.0 Applicable Documents

2.1 Government

- DARPA BAA 08-41 with annexes

2.2 Non-Government

3.0 Supplies and Services

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

The Contractor shall provide a Project Management Plan (PMP) including level four Work Breakdown Structure (WBS) and Integrated Master Schedule (IMS), a System Requirements Report (SRR), a System Engineering Management Plan (SEMP) including a Software Management Plan (SMP), a Test and Evaluation Master Plan (TEMP) including all testing through SDD, a Risk Management Plan (RMP), a Concept of Operations (CONOPS), a Lifecycle Cost Analysis (LCCA), a Preliminary Design Report (PDR), an Operational Effectiveness Report (OER), a SDD Transition Plan, and a Final Technical Report for Phase 1, in accordance with the Section C-2 of the Contract.

July 2, 2009

The Contractor shall provide data to the Government Assessment Team (GAT) to conduct an independent Government assessment of LRASM-B capability. The Contractor shall support industry-GAT IPT technical interchanges that will include weekly phone calls, quarterly reviews and mutually agreed to modeling support.

The effort described herein does not include any updates to the previously submitted Phase 2 proposal, RCS testing, or trade studies that compare the performance of various RF sensor systems. The effort assumes that all required (b)(4) data is provided as Government Furnished Information (GFI) in accordance with Contract Attachment No. 4.

4.0 Detailed Tasks Description

4.1 Preliminary Design

4.1.1 Missile Design

The Contractor shall mature the LRASM-B design by analyzing the requirements, developing the CONOPs, conducting trade studies, and defining the missile software and hardware designs. The Contractor shall define the system architecture based on design analyses & functional requirements flowdown. System-level requirements shall be documented and requirements shall be derived for subsystems and components. Interface requirements for internal subsystems and external (launcher) systems shall be defined and documented.

4.1.1.1 VLS Integration

The Contractor shall develop the VLS interface concept including vehicle interface design requirements specification (DRS). This shall include analysis of the booster system mechanical, electrical and aerodynamic surface interface controls. (b)(3):22 USC §2778(e) Sec 38(e)

(b)(3):22 USC §2778(e) Sec 38(e) Preliminary thermal and structural analysis shall be performed. Loads associated with shipboard operations, launch, and shipping and handling environments that are appropriate for VLS canisters shall be considered in the design. Cell weight limits, gas management system, and mechanical and electrical interfaces shall be included. The overall ship integration concept shall consider system safety, reliability, maintainability, and availability.

4.1.1.2 Propulsion System

The Contractor shall conduct the necessary design, inspection, and testing of the ramjet components required to support the potential Phase 2 flight test program (b)(3):22 USC §2778(e) Sec 38(e)

(b)(3):22 USC §2778(e) Sec 38(e) The Contractor shall inspect the residual Integral Rocket Booster (IRB) and fuel management systems (FMS), identify modifications required for flight testing, and identify any design changes to be implemented in a tactical configuration. (b)(3):22 USC §2778(e) Sec 38(e)

(b)(3):22 USC §2778(e) Sec 38(e) Propulsion performance data, including thrust and mass-flow versus time, shall be generated to support missile simulation modeling and algorithm development.

The Contractor shall conduct (b)(3):22 USC §2778(e) Sec 38(e)

(b)(3):22 USC §2778(e) Test facilities support and costs are furnished as GFE in accordance with Contract Attachment No. 4.

July 2, 2009

LMC shall conduct an integral rocket booster firing. This test will include a means of pressurizing the port cover and will demonstrate port cover and rocket nozzle ejection following rocket motor grain burnout. Test facilities support and costs are furnished as GFE in accordance with Contract Attachment No. 4.

4.1.1.3 Payload

The Contractor shall define the interfaces required to (b)(3):22 USC §2778(e) Sec 38(e) into the LRASM-B concept. The Contractor shall conduct mechanical and thermal analysis of the tactical warhead installation. The Contractor shall define any (b)(3):22 USC §2778(e) Sec 38(e) (b)(3):22 USC §2778(e) for the LRASM-B target set.

4.1.1.4 Airframe

The Contractor shall conduct preliminary design of the LRASM-B airframe and structure. The Contractor shall conduct mechanical analyses, including stress, thermal, and aeroelastic analysis based on missile airframe design, packaging design, and flight dynamics. Thermal and mechanical margins for the missile design shall be documented. Structural analysis shall include loads associated with shipboard operations, launch, and shipping and handling environments that are appropriate for VLS canisters.

The Contractor shall conduct preliminary aerodynamic design analyses. The Contractor shall conduct an inlet and airframe wind tunnel test, analyze test results, and determine aerodynamic modifications for the 6-DOF simulation. An updated aerodynamic database shall be incorporated into the simulation prior to PDR.

The Contractor shall define the preliminary design of the Control Actuation System (CAS), control electronics, and power system. All associated electrical and mechanical interfaces shall be defined and documented. Mechanical and thermal analyses of the CAS, control electronics, and missile power system shall be conducted sufficient to show compatibility with the LRASM-B requirements.

The Contractor shall conduct design and analyses of the launch booster necessary to show compatibility with the LRASM-B airframe. The analysis shall include structural analysis, adequacy of thrust vector control to achieve the trajectory, and meet vertical launch trajectory safety requirements. The Contractor shall perform mechanical stress, dynamics, and loads analysis to determine the optimum design for the booster adapter.

4.1.1.5 Guidance and Control

The Contractor shall develop navigation laws and guidance algorithms. Results shall be documented in a design requirement specification to support GNC software design. The Contractor shall conduct detailed 6-DOF flight simulations, including GNC algorithms, of all phases of flight from booster ignition, launcher egress, booster burnout and separation (including analysis of control authority margin to verify ability to mitigate disturbances introduced by launch tip off and booster stage separation), deployment of aerodynamic surfaces, transition to sustained flight, midcourse fly out, and terminal homing. 6-DOF model parameters shall be provided to the GAT for independent analysis. Information related to the (b)(4) system performance, CG (Center of Gravity) travel and MOI (Moment of Inertia) for incorporation into the simulation will be provided as GFI.

July 2, 2009

4.1.1.6 *Sensor Suite Design*

The Contractor shall develop the preliminary design for the LRASM-B sensor suite, EO/IR window and electronics. The Contractor shall conduct system-level studies to determine the optimum seeker design and modes of operation. The Contractor shall conduct sensor characterization studies and analyze effectiveness. The scope of this study shall include RF and EO/IR sensors. Preliminary packaging design options shall be completed and documented for PDR, including thermal analysis. Sensor physical and functional architecture, and sensor fusion architecture and timelines shall be defined. Sensor effectiveness evaluation analysis shall be conducted and probability of detection/classification results will be provided as inputs to the 6-DOF simulation. RF seeker data collection shall be conducted using existing hardware taking data against simulated targets.

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

The Contractor shall conduct design studies to determine best layout, power consumption requirements, and interface control delineation.

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

The Contractor shall develop a preliminary design for the data fusion computer processor electronics and software architecture required to integrate the sensor outputs with inputs from an on-board IMU/GPS system. This architecture shall also include analysis and development of the capability to meet simultaneous time on target (STOT) requirements based on external target cueing, organic sensor inputs, and intra-salvo communication as necessary.

The Contractor shall provide technical summary descriptions and preliminary algorithm performance information to support GAT assessment. The Contractor shall analyze the preliminary processing algorithms' ability to discriminate the desired ship target in operational environments consistent with the LRASM TAWG inputs.

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

(b)(3):22 USC §2778(e) Sec 38(e),(b)(4)

A Software Management Plan (SMP) shall be provided.

4.1.2 System Definition

The Contractor shall evaluate the overall operational effectiveness against a set of representative scenarios. Results shall be documented in the Operational Effectiveness Report.

LMC shall define the system architecture based on design analyses and functional requirements. LMC shall document system-level requirements and flow down requirements to subsystems. Interface requirements for internal subsystems and external (launcher) systems shall be documented.

The Contractor shall work with DARPA and the GAT to develop and refine the LRASM-B CONOPS. (b)(4)

(b)(4) The purpose is to determine the best balance of capability and tactics to be employed with the LRASM weapon system. The CONOPS and findings from the initial mission effectiveness analysis versus individual systems and ships, (b)(4) shall be provided at the PDR. The CONOPS and mission effectiveness analysis shall be used by the Contractor to generate a system specification.

The Contractor shall define any additional mission equipment required to achieve the LRASM mission. This will be based on threat and target analyses using data provided in the BAA Classified Appendix and from participation in the TAWG sponsored by DARPA. The results of the studies shall be presented at PDR.

RCS modeling and analysis shall be used to calculate the missile signature and identify any design changes required to meet the levels defined by the speed/signature trade studies.

The Contractor shall issue a CONOPS, SEMP, SRR, OER, LCCA, PDR, and Final Technical Report for Phase 1. The Contractor shall conduct a System Requirements Review (SRR), and an Interim Design Review (IDR) in advance of the PDR IAW the schedule. The Contractor shall conduct a PDR at its facilities in Orlando, FL.

4.1.3 Test Program Planning

The Contractor shall define the telemetry and Flight Termination System (FTS) design for LRASM-B. The Contractor shall review the FTS requirements and coordinate acceptability with the test range personnel. The Contractor shall support range coordination meetings, exchange program and range requirement data, and establish the potential Phase 2 program test requirements.

The Contractor shall also issue a draft of the TEMP that covers the development through SDD.

4.1.4 Project Management

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

The Contractor shall provide a Project Management Plan (PMP) including level four Work Breakdown Structure (WBS) and Integrated Master Schedule (IMS), a Risk Management Plan (RMP), and a SDD Transition Plan.

5.0 Period of Performance

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

6.0 Program Management

6.1 Master Schedule and Reports

The Contractor shall appoint a Program Manager to provide overall program direction with authority for technical, personnel and all other resource allocation. The Program Manager shall provide monthly R&D status reports to the DARPA Program Manager, Contracting Officer's Representative (COR), DARPA Tactical Technology Office ADPM, and the DARPA Contracting Officer within 15 working days of the last working day of each month in accordance with the format specified in Section C-2 of the Contract. Management Reviews

Initial Review (IR)

The Contractor shall host a kickoff review within 30 days from the date of contract signing. The following activities shall be included in the IR.

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

6.2 Technical Reviews

The Contractor shall conduct a System Requirements Review (SRR), Interim Design Review (IDR), and a Preliminary Design Review (PDR) during Phase 1.

The SRR shall cover the following items:

- a) Configuration Management Plan

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

The IDR shall cover the following items:

- a) Program overview
- b) IMS
- c) System Level Interface Requirements Specification (IRS) and Interface Control Document (ICD)
- d) Requirements traceability matrix
- e) Software and hardware requirements: and preliminary specifications, as required
- f) Physical architecture description
- g) Summary of trade studies performed
- h) Preliminary operational effectiveness results
- i) Program schedules and status
- j) Program risk/opportunity assessment and risk/opportunity handling plans

The PDR shall cover the following items:

- a) Program overview
- b) IMS
- c) Physical architecture description
- d) Summary of trade studies performed
- e) System level Interface Requirements Specification (IRS)/Interface Control Document (ICD)

- f) Software and hardware requirements traceability matrix
- g) Hardware, Software and Support Equipment progress
- h) Simulation Development Status
- i) CONOPS
- j) OER
- k) Test execution report and master test plan status
- l) Risk management
- m) LCCA
- n) Open issues
- o) Phase 2 proposed scope and planning review
- p) SDD transition plan

6.3 Risk Management

The Contractor shall analyze and report on the program risks in accordance with a RMP. Early detection, understanding of the potential outcomes, and developing fast reaction plans, are the main goals of the RMP.

The RMP shall include the following:

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

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

6.4 Methods of Communication

The Contractor shall submit a monthly R&D Status Report on the program status in accordance with Section C-2 of the Contract. Additionally, the Contractor shall participate in weekly telecoms with DARPA.

7.0 Integrated Logistics Support Requirements

7.1 Safety

The Contractor shall prepare the source data and develop the application for Interim Hazard Classifications for any hardware containing explosives or fuels for shipping authority.

7.2 Life Cycle Cost Analysis

The Contractor shall prepare a LCCA.

OTHER REPORTS AND DELIVERABLES

<u>Other Reports and Deliverables</u>	<u>Draft</u>	<u>Final</u>	<u>Update</u>
R&D Status Reports		Refer to Sections C & F	
Contract Work Breakdown Structure		1 month post C/A	N/A
Master Plan and Integrated Master Schedule (IMS)		1 months post C/A	N/A
CONOPS	3 months post C/A	2 weeks prior to PDR	3 weeks after PDR
Test and Evaluation Master Plan (TEMP)	2 months after CA	2 weeks prior to PDR	3 weeks after PDR
Systems Engineering Management Plan (SEMP)		2 months after CA	Whenever changes occur
Risk Management Plan (RMP)		1 month after CA	Whenever changes occur
Program Management Plan (PMP)		1 month after CA	Whenever changes occur
Procurement and Lifecycle Cost Estimate		2 weeks prior to PDR	3 weeks after PDR
SDD Transition Plan		2 weeks prior to PDR	3 weeks after PDR
Final Technical Report for Phase 1		Upon Phase I completion	



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

May 11, 2009

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM: DARPA, Contracts Management Office

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

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

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

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

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

2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:

- a. Furnish plans, schedules, specifications, descriptions, and other documents to the contractor as required by the contract.
- b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the contracting officer for resolution.
- c. Provide Government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.
- d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the contracting officer any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

HR0011-09-C-0097
Attachment No. 2

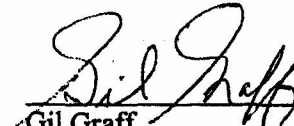
3. In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.
4. In your dealings with the contractor you must not give technical direction as though the contractor's employees are Government employees. You must maintain a formal, arms-length relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a Government facility, then to the maximum extent practicable, the contractor's work area should be physically separated from areas in which Government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the Government that a contractor be required to do anything that is not included in the contract.
5. You are responsible for providing prompt notification to the contracting officer any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.
6. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which would exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/ statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the contracting officer. You shall also inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.
7. Specific duties in addition to those above are as follows:
 - a. Control all government technical interfaces with the contractor.
 - b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.
 - c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the contracting officer for appropriate action.
 - d. Review and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.

- e. Provide required review of Patent/Invention Disclosures made in I-Edison (<http://www.iedison.gov>).
- f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:
- Reports required per the contract, e.g. interim and final technical or patent reports
 - Memoranda for Record documenting important contract discussions
 - Records of formal meetings, e.g. post award conference, program reviews, etc.
- g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.
8. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at www.dau.mil.
9. Your appointment as COR for this effort expires upon final disposition of the contract.
10. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

(b)(6)

Christopher L. Glista
Contracting Officer

5/11/09
Date


Gil Graff
Contracting Officer's Representative

6/9/09
Date

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

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

Technical Data or Software to be Furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Asserting Restrictions Responsibility
---	---------------------	-----------------------------	---

(b)(4)



HR0011-09-C-0097

Attachment No. 3

4 pages denied in full pursuant to 5 U.S.C. § 552 (b)(4)

Government Furnished Information Item	Qty.	Source	User	Phase Needed	Need Date
(b)(3):22 USC §2778(e) Sec 38(e)					

* If awarded

HR0011-09-C-0097

DD Form 254

4 pages denied in full pursuant to 5 U.S.C. § 552
(b)(2)(High)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 05-Aug-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN DALLAS P.O. BOX 650003 M/S PT-03 DALLAS TX		CODE S4420A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION 1701 W MARSHALL DR GRAND PRAIRIE TX 75051-2704				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0097			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2009			
CODE 64059		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jyeung09992 <div style="text-align: center;">(See Page 2)</div>							
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) CHRIS GLISTA/ TEL: 571-218-4405 EMAIL: christopher.glista@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 13-Aug-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of the modification is to delete the page limit originally set for the R&D Status Report and to revise the Distribution Statement B to Distribution Statement E. Accordingly, make the following revisions to the Contract:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

At Section C-2 - Reports and Other Deliverables:

- ☐ Under paragraph (a)(1) -

Delete: R&D STATUS REPORT*
This brief narrative, not to exceed five pages in length, shall contain the following:

Replace with: R&D STATUS REPORT*
This brief narrative shall contain the following:

- ☐ Under paragraph (d)(4) -

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

Replace with: Distribution Statement E applies. "Distribution authorized to DoD Components only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil."

~ End ~

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 17-Nov-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DARPA CMO ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN DALLAS P.O. BOX 650003 M/S FT-03 DALLAS TX		CODE S4420A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION 1701 W MARSHALL DR GRAND PRAIRIE TX 75051-2704				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0097		
				X 10B. DATED (SEE ITEM 13) 16-Jul-2009		
CODE 64059		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: w sellers 10115 See Summary of Changes						
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) CHRIS GLISTA / TEL: 571-218-4405 EMAIL: christopher.glista@darpa.mil			
15B. CONTRACT OR/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 17-Nov-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Pursuant to the Contractor's email request dated November 9, 2009, the Subcontractor amount for Alliant Techsystems (Advanced Weapons) has been revised.

The revisions are incorporated as follows:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified (shown in bold italics):

H-11 Consent to Subcontract

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

(b)(4)



(b) Approval must be obtained from the Contracting Officer to increase/decrease use of the above listed subcontractors by greater than 10% from the level established in paragraph (a) above. Contracting Officer approval is not required for issuance of subcontracts not listed above, valued at less than \$200,000.

(end of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 06-Jan-2010		4. REQUISITION/PURCHASE REQ. NO. Y40202		5. PROJECT NO.(If applicable)	
6. ISSUED BY DARPA CMO ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA LOCKHEED MARTIN DALLAS P.O. BOX 650003 M/S PT-03 DALLAS TX		CODE S4420A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION 1701 W MARSHALL DR GRAND PRAIRIE TX 75051-2704				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0097			
				X 10B. DATED (SEE ITEM 13) 16-Jul-2009			
CODE 64059		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 CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: By mutual agreement of the Parties.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: cglista10177 See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRIS GLISTA/ TEL: 571-218-4405 EMAIL: christopher.glista@darpa.mil			
15B. CONTRACT OR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(4) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 06-Jan-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

This modification adds additional, in-scope effort associated with direct connect testing of GFE hardware. The scope of this effort is described in the LRASM-B Ramjet Testing Statement of Work (SOW), incorporated into the Contract as Attachment No. 6. Costs incurred in support of this effort shall be treated in accordance with Contract Attachment No. 7 - LRASM Ramjet Testing Pre-Modification Cost Authorization. This modification also removes the subcontract consent requirement. Accordingly, the following changes are made:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$984,728.00 from \$9,997,065.00 to \$10,981,793.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by (b)(4)

The fixed fee has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$984,728.00 from \$9,997,065.00 to \$10,981,793.00.

SUBCLIN 000101:

AA: 9790400 1320 Y402 P9G10 2525 DPAC 9 5205 S12136 62702E (CIN 00000000000000000000000000000000) was increased by \$984,728.00 from \$9,997,065.00 to \$10,981,793.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following has been modified:

H-11, "Consent to Subcontract" is DELETED in its entirety.

SECTION I - CONTRACT CLAUSES

The following has been modified:

H-11, "Consent to Subcontract" is DELETED in its entirety.

SECTION I - CONTRACT CLAUSES

FAR 52.244-2, "Subcontracts" (JUN 2007) has been modified to read as follows:

52.244-2 SUBCONTRACTS (JUN 2007)

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

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

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

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

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

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

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

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

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

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

N/A

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or

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

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

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

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

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

N/A – Contractor has an approved Purchasing System

(End of clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been modified to read as follows:

Exhibit/Attachment Table of Contents

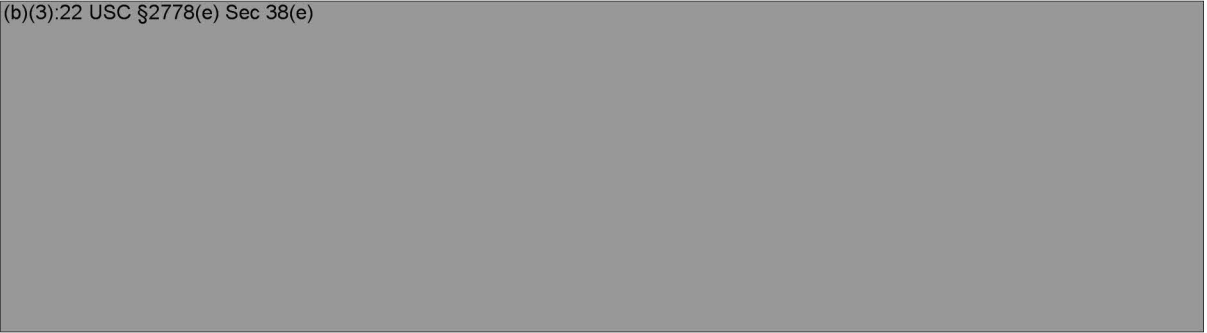
Attachment No. 1 – Statement of Work, dated July 2, 2009
Attachment No. 2 – Contracting Officer's Representative (COR) Designation Memo, dated June 9, 2009
Attachment No. 3 – Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software, dated July 2, 2009
Attachment No. 4 - Government Furnished Equipment/Information/Facilities (GFE/GFI/GFF), dated July 2, 2009
Attachment No. 5 – Contract Security Classification Specification, DD Form 254, dated April 15, 2009
Attachment No. 6 – Statement of Work – LRASM-B RamJet Testing, dated November 25, 2009
Attachment No. 7 – LRASM Ramjet Testing Pre-Modification Cost Authorization, dated November 25, 2009

Except as modified above, all terms and conditions of contract HR0011-09-C-0097 remain unchanged and in full force and effect.

(End of Summary of Changes)

**Statement of Work –
LRASM-B RamJet Testing**

(b)(3):22 USC §2778(e) Sec 38(e)





HR0011-09-C-0097

Attachment No. 7

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

3701 NORTH FAIRFAX DRIVE

ARLINGTON, VA 22203-1714

November 25, 2009

Lockheed Martin Corporation

Attn: (b)(4)

1701 W Marshall Dr

Grand Prairie, TX 75051-2704

Reference: 1) LRASM-B Contract HR0011-09-C-0097

2) Lockheed Martin Corporation proposal "Perform Ramjet Testing for LRASM" dated September 23, 2009

Subject: AUTHORIZATION TO INCUR PRE-MODIFICATION COSTS

The Defense Advanced Research Projects Agency (DARPA), Contracts Management Office (CMO), has received a valid and properly funded procurement request in support of performance of the referenced proposal. DARPA anticipates executing a modification to Contract HR0011-09-C-0097 for the Ramjet testing effort described in the Reference 2 proposal.

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

FIRST: In the event a contract modification is executed, pre-modification costs, not to exceed \$200,000 shall be allowable under the Contract, provided that the individual costs therein shall be:

- (a) otherwise allowable, reasonable, and allocable;
- (b) incurred during the period November 25, 2009 through December 31, 2009; and,
- (c) incurred specifically and exclusively to accomplish the effort described in the referenced proposal.

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

- (a) December 31, 2009; or
- (b) the date on which the amount of funds obligated, committed or expended under this Advance Agreement is equal to no more than \$200,000.

THIRD AND FINALLY: It is the intention of the Government to execute a modification to Contract HR0011-09-C-0097 for Ramjet Testing, subject to final agreement on modification terms, specifications and price. This modification shall incorporate this Advance Agreement. It is understood and agreed by both parties that this Agreement concerns the treatment of Ramjet Testing costs in the event of execution of a modification for the required testing. This Agreement does not require the Contractor to incur any such costs, and any costs incurred are at the risk of the Contractor, pending the execution of a Contract modification for Ramjet Testing.

For the Contractor:

(b)(4)

Name and Title

12/7/09
Date

For the Government:

(b)(6)

Christopher L. Glista
Contracting Officer

12/7/09
Date