

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1   24
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-06-C-7402		3. EFFECTIVE DATE 28 Apr 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE	
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ADVANCED POWDER SOLUTIONS, INC (b)(6) 10010 CUCKLEBUR HOUSTON TX 77066-6966			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
			10. SUBMIT INVOICES 3 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>
CODE 3PPZ0		FACILITY CODE			
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2351		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
<b>SEE SCHEDULE</b>					
15F. AMOUNT					
<b>15G. TOTAL AMOUNT OF CONTRACT \$99,999.00</b>					
16. TABLE OF CONTENTS					
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 2 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 28-Apr-2006
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

## Section B - Supplies or Services and Prices

SECTION B SPECIAL PROV (TOP)

## B-01 LINE ITEM DESCRIPTION (MAY 2005) (TAILORED)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government (if applicable), and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1		(b)(4)	(b)(4)
	CONTRACT SUMMARY REPORT				
	FFP				
	The Contractor shall perform research and development efforts and provide the Outline and Synopsis Report in accordance with CDRL A002.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB9CLW62469				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					
	Information Funding SLIN				
	FFP				
	This is an administrative SLIN utilized for funding purposes.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB9CLW62469				

NET AMT

(b)(4)

ACRN AA  
CIN: SB9CLW62469000101

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1		(b)(4)	(b)(4)

## CONTRACT SUMMARY REPORT

FFP

The Contractor shall perform research and development efforts and provide the Midterm Report in accordance with CDRL A002.

FOB: Destination

PURCHASE REQUEST NUMBER: SB3JLR61300

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					

Information Funding SLIN

FFP

This is an administrative SLIN utilized for funding purposes.

FOB: Destination

PURCHASE REQUEST NUMBER: SB3JLR61300

NET AMT

(b)(4)

ACRN AB

CIN: SB3JLR61300000201

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1		(b)(4)	(b)(4)
	CONTRACT SUMMARY REPORT				
	FFP				
	The Contractor shall perform research and development efforts and provide the Progress Status Report in accordance with CDRL A002.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB3JLR61301				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					
	Information Funding SLIN				
	FFP				
	This is an administrative SLIN utilized for funding purposes.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB3JLR61301				

NET AMT

(b)(4)

ACRN AC  
CIN: SB3JLR61301000301

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1		(b)(4)	(b)(4)
	CONTRACT SUMMARY REPORT				
	FFP				
	The Contractor shall perform research and development efforts and provide the Phase I Final Report in accordance with CDRL A003.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB3JLR61303				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					
	Information Funding SLIN				
	FFP				
	This is an administrative SLIN utilized for funding purposes.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: SB3JLR61303				

NET AMT

(b)(4)

ACRN AD  
CIN: SB3JLR61303000401

(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					NSP

## DATA AND REPORTS

## FFP

The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Form 1423-1 (CDRLs A001 and A004 are NSP).

FOB: Destination

PURCHASE REQUEST NUMBER: SB3JLR61303

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NET AMT

SECTION B SPECIAL PROVISIONS

## B-02 CONTRACT TYPE (MAY 2005)

This is a Firm-Fixed-Price contract with a 6-month period of performance.

## B-03 PAYMENT SCHEDULE

Payments to the Contractor for effort under this contract will be based on delivery and acceptance of the reports as specified for the CLINs listed in Section B-1, Line Item Description. The Contractor may invoice and receive payment in the amount of the CLIN value based on acceptance by the Government of the Report specified. Procedures for the submission of invoices are contained in Section G, Contract Administration Data.

## Section C - Descriptions and Specifications

SECTION C

## C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

## C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005) (TAILORED)

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7018, "Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, 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. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

- CONTRACT NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and if incorporated the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

SECTION D

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005) (TAILORED)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. If applicable, Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operating Manual (NISPOM), DoD 5220.22-M.



Section E - Inspection and Acceptance

SECTION E

E-01 INSPECTION AND ACCEPTANCE (MAY 2005) (TAILORED)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) at: (Address indicated on Page 2 of the CDRL cover sheets, DD Form 1423-1, Exhibit A.)

E-02

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

SECTION F

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005) (TAILORED)

The contractor shall complete all work required by CLIN 0001 through 0005 no later than 6 months after the effective date of the contract.

F-02 DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

F-03

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	OCT 2000
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## Section G - Contract Administration Data

SECTION G

## G-01 CONTRACT ADMINISTRATION (MAY 2005) (TAILORED)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

## (a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Administrative Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is: (The Contract Specialist identified on Page 2 of the CDRL cover sheets, DD Form 1423-1, Exhibit A.)

## (b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR cannot be redelegated to another person and is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting OUTSIDE the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is: (The COR identified on Page 2 of the CDRL cover sheets, DD Form 1423-1, Exhibit A.)

(c) The Contracting Officer shall provide the following information from the MDA Representations, Certifications and Other Statements of Offerors referenced in special provision H-1, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: Advanced Powder Solutions Inc

E-Mail Address:

(b)(6)

Telephone No.:

(b)(6)

(including area code and extension)

The point of contact on matters pertaining to contract audits is as follows:

Name:

(b)(6)

Title:

President/GM

Telephone No.:

(b)(6)

(including area code and extension)

**G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)**

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

**G-03 REMITTANCE ADDRESS (MAY 2005)**

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

Advanced Powder Solutions Inc,

10010 Cackleburr

Houston, Texas 77095

**G-04 PATENT INFORMATION (MAY 2005) (TAILORED)**

Patent information in accordance with FAR 52.227-11, "Patent Rights - Retention by the Contractor (Short Form)," shall be forwarded to the Procuring Contracting Officer (PCO—see address below) and a courtesy copy to the Contracting Officer's Representative (COR).

Missile Defense Agency

ATTN: MDA/CTV

7100 Defense Pentagon

Washington, DC 20301-7100

**G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)**

**a. Requirement for Electronic Payment Requests by WAWF-RA**

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.



5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".
6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM  
 Area Command Ogden  
 Customer Service Center  
 CONUS ONLY: 1-866-618-5988  
 COMMERCIAL: 801-605-7095  
 DSN: 338-7095  
 FAX COMMERCIAL: 801-605-7453  
 FAX DSN: 388-7453  
[cscassig@ogden.disa.mil](mailto:cscassig@ogden.disa.mil)

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.
3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.
4. The contractor shall prepare either:
  - \_\_\_\_\_ a separate invoice for each activity designated to receive the supplies or services or
  - \_\_\_\_\_ a consolidated invoice covering all shipments delivered under an individual order
5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.
6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts (NOT APPLICABLE TO THIS CONTRACT)

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ACCOUNTING AND APPROPRIATION DATA (MAY 2005)

#### ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 60605502C00 255Y S12135 MD6051001C2469 620293

AMOUNT: (b)(4)

CIN SB9CLW62469000101 (b)(4)

AB: 9760400.2520 6 BM 2520 60605502C00 255Y S12135 MD6051001C1300 620293

AMOUNT: (b)(4)

CIN SB3JLR61300000201 (b)(4)

AC: 9760400.2520 6 BM 2520 60605502C00 255Y S12135 MD6051001C1301 620293

AMOUNT: (b)(4)

CIN SB3JLR61301000301 (b)(4)

AD: 9760400.2520 6 BM 2520 60605502C00 255Y S12135 MD6051001C1303 620293

AMOUNT: (b)(4)

CIN SB3JLR61303000401 (b)(4)



## Section H - Special Contract Requirements

### SECTION H

#### H-01 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to MDA REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, have been retained in the official government contract file and are hereby incorporated by reference with the same full force and effect as if they were given in full text.

#### H-02 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of this SBIR Phase I requirement. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

#### H-03 PUBLIC RELEASE OF INFORMATION (MAY 2005) (TAILORED)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operating Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR— address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Request for Public Release Review" or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Sections A through I of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm “public releasability” by signing Section J.1, as Technical Reviewer.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Section J.2 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency’s final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Seven (7) copies of each item.

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all “public release” packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency (MDA/\_\_\_)

Attn: First name, Last name\*

1301 Southgate Road

Arlington, VA 22202

\* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

#### H-05 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense  
Missile Defense Agency, MDA/SOC  
7100 Defense Pentagon  
Washington, DC 20301-7100  
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

b. The COR is authorized to approve visit requests for the Contracting Officer.

#### H-06 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

#### H-07 PRINCIPAL INVESTIGATOR/KEY PERSONNEL (SBIR)

The primary employment of key personnel (e.g., Principal Investigator, Principal Engineer, or equivalent) must be with the firm at the time of award and during the conduct of the proposed project. Primary employment means that more than one half of the principal investigator's time is spent in the employ of the small business. Primary employment with a small business concern precludes full-time employment at another organization.

Should changes be necessary, the contractor shall notify the Contracting Officer and COR in writing at least two weeks in advance, otherwise as soon as known, of the proposed substitutes and their qualifications. Implementation of the changes shall be subject to Government approval.

This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

#### H-08 GOVERNMENT-FURNISHED PROPERTY AND/OR TECHNICAL INFORMATION (IF APPLICABLE)

The Government will furnish to the Contractor for use in the performance of the contract Government-owned property and/or information listed in an attachment to this contract, subject to the provisions of the Government Property Clause of the Contract Clauses.

#### H-09 RESEARCH AND ANALYTICAL WORK (SBIR)

The prime contractor shall perform at least two-third of the research and/or analytical work under this contract unless approved in advance, in writing by the Contracting Officer.

#### H-10 PLACE OF PERFORMANCE (SBIR)

The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

#### H-11 PUBLIC LAW 102-564, SEC. 306. SENSE OF THE CONGRESS CONCERNING AMERICAN-MADE EQUIPMENT AND PRODUCTS.

"(a) PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS- It is the sense of the Congress that an entity that is awarded a funding agreement under the SBIR program of a Federal agency under section 9 of the Small Business Act should, when purchasing any equipment or a product with funds provided through the funding agreement, purchase only American-made equipment and products, to the extent possible in keeping with the overall purposes of that program.

"(b) NOTICE TO SBIR AWARDEES- Each Federal agency that awards funding agreements under the SBIR program shall provide to each recipient of such an award a notice describing the sense of the Congress, as set forth in subsection (a)."

#### H-12 NOTICE OF OWNERSHIP REQUIREMENTS FOR SBIR AWARDS

The Federal Register dated December 3, 2004, amended 13 CFR Part 121 as follows, with an effective date of January 3, 2005:

“Sec. 121.702 What size standards are applicable to the SBIR program?

To be eligible for award of funding agreements in the SBA's Small Business Innovation Research (SBIR) program, a business concern must meet the requirements of paragraphs (a) and (b) below:

“(a) Ownership and control.

“(1) An SBIR awardee must (i) be a concern which is at least 51% owned and controlled by one or more individuals who are citizens of the United States, or permanent resident aliens in the United States; or

“(ii) Be a concern which is at least 51% owned and controlled by another business concern that is itself at least 51% owned and controlled by individuals who are citizens of, or permanent resident aliens in the United States; or

“(iii) Be a joint venture in which each entity to the venture must meet the requirements set forth in either paragraphs (a)(1)(i) or (a)(1)(ii) of this section.

“(2) If an Employee Stock Option Plan owns all or part of the concern, SBA considers each stock trustee and plan member to be an owner.

“(3) If a trust owns all or part of the concern, SBA considers each trustee and trust beneficiary to be an owner.

“(b) Size. An SBIR awardee, together with its affiliates, not have more than 500 employees.”



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
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	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-20	Rights in Data - SBIR Program	MAR 1994
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	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



252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

#### 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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 Missile Defense Agency under Contract No. HQ0006-06-C-7402.

(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 Missile Defense Agency.

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data	8	27-APR-2006
	Requirements List		
Attachment I	7402 Statement of Work	3	27-APR-2006

STATEMENT OF WORK

FOR

Advanced Materials for Radiation Hardening

JANUARY 16, 2006

PREPARED BY

MISSILE DEFENSE AGENCY

Pages 26 – 27

Withheld in Full

Under Exemption (b)(4)



**Exhibit A**  
**Contract: HQ0006-06-C-7402**  
**Company: Advanced Powder Solutions**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**Advanced Materials for Radiation Hardening**

**JANUARY 16, 2006**

**PREPARED BY**  
**MISSILE DEFENSE AGENCY**

**A. INTRODUCTION**

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

**B. APPLICABLE DOCUMENTS**

DoDD 5230.24, *Distribution Statements on Technical Documents*, March 18, 1987.

**C. AUTHORITIES (BLOCK 4)**

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the Acquisition Streamlining and Standardization Information System (ASSIST) data base available at <http://assist.daps.dla.mil/>. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

**D. APPROVAL (BLOCK 8)**

Selected data will require approval before their submission is considered final. The approving authority shall be the Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

**E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)**

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

**F. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

<u>Entry</u>	<u>Definition</u>
LT	Letter of transmittal
N/A	Not applicable
ASREQ	As required
OTIME	One time
DD	Destination Inspection and Acceptance

**G. ADDRESSEE LIST**

Block 14  
Entry

Complete Mailing Address

COR

U. S. Army Space & Missile Defense Command  
ATTN: (b)(6)  
P.O. Box 1500  
Huntsville, AL 35807-3801

Email: (b)(6)

DODAAC: HQ0006

MDA/CTV

Missile Defense Agency  
ATTN: MDA CTV Contract Specialist  
(b)(6)  
7100 Defense Pentagon  
Washington, DC 20301-7100

Email: (b)(6)

DODAAC: HQ0006

DTIC

Defense Technical Information Center  
ATTN: DTIC-O  
8725 John J. Kingman Road  
Fort Belvoir, VA 22060-6218

**Email For Unclassified-Unlimited Documents Only: TR@dtic.mil**

**H. REQUIRING OFFICE AND BLOCK 6 ENTRY**

MDA/DV

Applicable MDA Director (or designated focal point) to which requests for distribution of reports to other than U.S. Government agencies are to be submitted, routed through the MDA COR or contracting officer (when COR is external to MDA NCR).

## **H. ELECTRONIC SUBMISSION**

FOR MDA AND COR ADDRESSES ALL UNCLASSIFIED REPORTS, WITH THE EXCEPTION OF CDRL A001 "PATENT APPLICATIONS", SHALL BE SUBMITTED ELECTRONICALLY EITHER VIA EMAIL (PREFERRED) OR ON IBM-PC FORMATTED CD. THESE DELIVERABLES SHALL BE IN MICROSOFT OFFICE OR ADOBE ACROBAT FORMAT.

When required (final reports, etc.) information concerning the electronic submission of documents to the Defense Technical Information Center (DTIC) is available at the following Internet address: <http://www.dtic.mil/>. Use the "Submitting Information" tab to review the DTIC submission requirements. For your convenience, select portions of the DTIC submission requirements are included below:

### **DTIC Electronic Submission Procedures**

DTIC<sup>®</sup> has the ability to accept and process documents electronically into the Technical Reports database. DTIC Electronic document submission allows for the transmission of both Unclassified, Unlimited and Unclassified, Limited documents. Documents may be submitted in a wide variety of formats, including: MS Word, Excel, Powerpoint, Wordperfect, ASCII Text, Rich text and PDF. All DTIC contributors are encouraged to use electronic submission as a means to streamline the document submission process, as well as enhance the output product provided by DTIC.

The system is an easy-to-use data entry system for submitting a "Report Documentation Page" (SF-298), along with the corresponding technical report. Since contributors should already be familiar with SF-298, electronic document submission entails no added steps or paperwork. After a contributor enters all of the available unclassified data, the browser encrypts everything and transmits it to DTIC's TR server via the Internet. Once the SF-298 and the file reach DTIC's server, the SF-298 is inserted into the document file (immediately following the title page). The document file is then converted to PDF format and processed into our Electronic Document Management System (EDMS).

Signing up for Electronic Submission involves the following:

1. Complete the online [Electronic Document Submission Registration Form](#).
2. Go to <http://www.dtic.mil/dtic/registration/index.html> and submit your DTIC on-line registration form.
3. After setting up your account and getting a User Code, Login, and Password, notify [tr@dtic.mil](mailto:tr@dtic.mil) with your login and User Code and I/P address. If you do not know this information, simply [click here](#) and DTIC will provide you with the necessary information.







CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0001, 0002, and 0003		B. EXHIBIT A		C. CATEGORY TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> XX			
D. SYSTEM/ITEM (See CDRL Cover Page)		E. CONTRACT/PR. NO. (See CDRL Cover Page)		F. CONTRACTOR (See CDRL Cover Page)			
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Contract Summary Report			3. SUBTITLE Phase I Outline and Synopsis, Phase I Midterm, and Progress Status Reports			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80447, 28 Sep 87		5. CONTRACT REFERENCE SOW		6. REQUIRING OFFICE MDA/(App'l 2LTR)			
7. DD 250 REQ DD250	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE See Block 16	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16					
16. REMARKS  Phase I Outline and Synopsis Report: An Outline and Synopsis Phase I Report shall be delivered to the COR for review and comment 60 calendar days after beginning of contract. This report shall outline and synopsiz the critical information to be presented in the Final Report. The Outline and Synopsis Report will also address all work (conducted and completed) during the initial 60 days of performance. All Technical Data Rights to be claimed by the Contractor and preserved for the Government shall be included in this report.  Phase I Midterm Report: A Midterm Phase I Report shall be delivered to the COR for review and comment 90 calendar days after beginning of contract. The Midterm Report shall update the outline and synopsis of the critical information to be presented in the Final Report. This report will update all work (conducted and completed) during the initial 90 days of performance. All Technical Data Rights to be claimed by the Contractor and preserved for the Government shall be updated in this Midterm Report.  Phase I Progress Status Report: A Progress Report shall be delivered to the COR for review and comment 120 calendar days after beginning of contract. The Progress Status Report shall update the Midterm Report on the critical information to be presented in the Final Report. This report will update all work (conducted and completed) during the initial 120 days of performance. All Technical Data Rights to be claimed by the Contractor and preserved for the Government shall be updated in this Progress Status Report.  Block 4: Reference is available (as of 15 Jun 05) at: <a href="http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7">http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7</a>  Block 9: The following distribution statement applies - "Distribution authorized to US Government agencies only. Other requests for this document must be referred to MDA/ (For 2LTR insert, see CDRL Cover Sheet page 2 of 3)", to protect information not owned by the US Government and protected by a contractor's "limited rights" statement, or received with the understanding that it not be routinely transmitted outside the U.S. Government. Date of Limited Rights determination is the date of Contractor's proposal to employ proprietary information in conduct of a SBIR contract.				a. ADDRESSEE COR	b. COPIES Draft	Final	
				MDA/CTV		1	
				ACO		LT	
15. TOTAL					2		
G. PREPARED BY COR (See Page 2 of 2, CDRL Cover Sheet)		H. DATE 16 JAN 2006		I. APPROVED BY		J. DATE	



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY TDP ___ TM ___ OTHER <u>XX</u>					
D. SYSTEM/ITEM (See CDRL Cover Page)		E. CONTRACT/PR. NO. (See CDRL Cover Page)		F. CONTRACTOR (See CDRL Cover Page)					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Contract Summary Report			3. SUBTITLE Phase I Final Report					
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80447, 28 Sep 87		5. CONTRACT REFERENCE SOW			6. REQUIRING OFFICE MDA/(Appl 2LTR)				
7. DD 250 REQ DD250	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION  a. ADDRESSEE b. COPIES Draft Final Reg Repr				
8. APP CODE See Block 16		11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16						
16. REMARKS  Phase I Final Report: A Phase I Final Report shall be delivered at completion of contract. The cover page shall bear the Block 3 subtitle, the Contract Number, the SBIR Topic Number, and the report submission date. The report shall include a single page project summary per SBIR Program Solicitation paragraph entitled "Reports" providing the inception dates of each Invention and Computer Program originating under the contract, and provide respective patent and copyright application data.  The Report body shall present the work completed in sufficient detail to permit independent verification of the results obtained; shall detail major accomplishments and Phase II transition plans (including patent and copyright applications); and shall cite applicable prior and existing Technical Data Rights utilized in performance of the Contract (if any).  From DoD SBIR Solicitation: "5.3 Phase I Report: a. Content. A final report is required for each Phase I project. The report must contain in detail the project objectives, work performed, results obtained, and estimates of technical feasibility. A completed SF 298, "Report Documentation Page", will be used as the first page of the report. (The Report Documentation Page may be prepared and printed from the DoD Electronic Submission Web Site at <a href="http://www.dodSBIR.net/submission">http://www.dodSBIR.net/submission</a> )..."  The COR will review the Contractor's draft final report and provide any changes to be incorporated in the final document.  Block 4: Reference is available (as of 16 Jan 06) at: <a href="http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7">http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7</a>  Block 9: The following distribution statement applies – "Distribution authorized to US Government agencies only. Other requests for this document must be referred to MDA/ (For 2LTR insert, see CDRL Cover Sheet page 2 of 3)", to protect information not owned by the US Government and protected by a contractor's "limited rights" statement, or received with the understanding that it not be routinely transmitted outside the U.S. Government. Date of Limited Rights determination is the date of Contractor's proposal to employ proprietary information in conduct of a SBIR contract.						COR	1	1	
						MDA/CTV		1	
						ACO		LT	
						DTIC		1	
15. TOTAL		1	3						
G. PREPARED BY COR (See Page 2 of 2, CDRL Cover Sheet)		H. DATE 16 JAN 2006		I. APPROVED BY		J. DATE			



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0005		B. EXHIBIT A		C. CATEGORY TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> XX			
D. SYSTEM/ITEM (See CDRL Cover Page)		E. CONTRACT/PR. NO. (See CDRL Cover Page)		F. CONTRACTOR (See CDRL Cover Page)			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Contract Summary Report			3. SUBTITLE Phase II Plan			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80447, 28 Sep 87		5. CONTRACT REFERENCE SOW		6. REQUIRING OFFICE MDA/(Appl 2LTR)			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION  a. ADDRESSEE b. COPIES Draft Final Reg Repro		
8. APP CODE A		11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16				
16. REMARKS A Phase II plan, limited to 5 pages, shall be delivered at completion of the contract to allow the Government to gain a better understanding of what the SBIR contractor plans to accomplish under a Phase II effort. This plan along, with the Phase I Final Report, will be used to decide whether or not a full Phase II proposal will be requested.  The following should be used as a format for the Phase II Plan: 1. The cover (which will not count as a page) should have the Proposal Title, Principal Investigator, (with phone and e-mail), Phase I contract number, Phase I award start and end dates, and the name of the Government Technical Monitor. 2. The body of plan you should include all of the following: a brief reference of the relevant Phase I solicitation topic and technical objective, a detailed description of the proposed Phase II objective, work plan, anticipated benefits, transition plans, commercialization applications, any matching dollars that will be applied to the Phase II effort, qualifications of key personnel, proposed facilities/equipment, and estimated costs. The potential to transition the technology into the MDA Ballistic Missile Defense Program is a critical evaluation criterion. Detailed plans describing how the technology will be transitioned along with your success in transition past SBIR/SBIR or other work will be included as part of this evaluation. 3. The Contractor may include discussions of related work and the company's ability to successfully transition other efforts, but this will be included as part of the 5-page limit. 4. You may attach letters of endorsement from within the DoD or private sector which discuss the direct benefit of the technology to them and their intent of follow on funding either during Phase II or under a Phase III award. Letters of endorsement are strongly encouraged and are important to show a clear MDA need for the technology and an indication from the transition partners that they are on board and support the technology. Letters of endorsement will not be counted towards your 5-page limit.  Block 4: Reference is available (as of 15 Jun 04) at: <a href="http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7">http://assist.daps.dla.mil/docimages/0001/48/97/DI80447.PD7</a>  Block 9: The following distribution statement applies – "Distribution authorized to US Government agencies only. Other requests for this document must be referred to MDA/ (For 2LTR insert, see CDRL Cover Sheet page 2 of 3)", to protect information not owned by the US Government and protected by a contractor's "limited rights" statement, or received with the understanding that it not be routinely transmitted outside the U.S. Government. Date of Limited Rights determination is the date of Contractor's proposal to employ proprietary information in conduct of a SBIR contract.				COR		1	
				MDA/CTV		1	
				ACO		LT	
				DTIC		1	
15. TOTAL			3				
G. PREPARED BY COR (See Page 2 of 2, CDRL Cover Sheet)		H. DATE 16 JAN 2006		I. APPROVED BY		J. DATE	

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Withheld in Full

Under Exemption (b)(4)