AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DX-C9

PAGE 1 OF PAGES 25

2. CONTRACT (Proc. Inst. Ident.) NO.: 006-07-C-0007

3. EFFECTIVE DATE: 01 Feb 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: DE9AAH71329

5. ISSUED BY — CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) — CODE S5111A

DCMA SOUTHERN VIRGINIA
190 BERNARD ROAD
BUILDING 117
FORT MONROE VA 23651

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

LUNA INNOVATIONS INC
2851 COMMERCE
BLACKSBURG VA 24060-6657

CODE 0P029 — FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0338

DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS, PO
COLUMBUS OH 43218-2264

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

See Schedule

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $300,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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
KELLY D. MABE / CONTRACTING OFFICER
TEL: 703-882-6151 EMAIL: kelly.mabe@mda.mil

19B. NAME OF CONTRACTOR — 19C. DATE SIGNED

BY _____ (Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA — 20C. DATE SIGNED 12-Feb-2007

BY Kelly D. Mabe (Signature of Contracting Officer)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,822	Labor Hours		

RESEARCH AND DEVELOPMENT

CPFF

The Contractor shall perform research and development efforts and provide deliverables as specified in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRLs).

FOB: Destination

ESTIMATED COST	$278,443.00
FIXED FEE	$21,557.00
TOTAL EST COST + FEE	$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00101					

INCREMENTAL FUNDING FOR CLIN 0001

CPFF

FOB: Destination

PURCHASE REQUEST NUMBER: DE9AAH71329

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
	$300,000.00

ACRN AA
CIN: DE9AAH713290001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP
	DATA AND REPORTS CPFF The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements Lists, DD Form 1423-1. FOB: Destination				

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00

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B-01 LINE ITEM DESCRIPTION (MAY 2005)

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, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	$278,443
Fixed Fee:	$ 21,557
Estimated Cost-Plus-Fixed-Fee:	$300,000

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-Fee contract with a seven (7) month base period as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications

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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)

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 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

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."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and 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

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

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. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

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E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

Office of the Secretary of Defense
Missile Defense Agency, MDA/DEP
7100 Defense Pentagon
Washington, DC 20301-7100

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List, DD Form 1423-1, Exhibit A.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2007 TO 31-AUG-2007	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 01-FEB-2007 TO 31-AUG-2007	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY FULL TEXT

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

For Base Period:

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for the SOW for a period of seven months after the effective date of the contract.

F-03 DELIVERY SCHEDULE OF TECHNICIAL DATA ITEMS (MAY 2005)

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010305C1329 72H013
AMOUNT: $300,000.00
CIN DE9AAH713290001: $300,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

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 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.

(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 is strictly limited to him/her, without redelegation, 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.

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, 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:	Michael E. Pruzan
E-Mail Address:	pruzanm@lunainnovations.com
Telephone No.:	540-769-8430

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

Name:	Michael E. Pruzan
Title:	Director of Contracts
Telephone No.:	540-769-8430

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):

Luna Innovations Incorporated

1703 South Jefferson Street, SW

Suite 400

Roanoke, VA 24016

G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/GC
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

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

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 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:	$300,000
Estimated funds exhaustion date:	31 August 2007

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLINs 0001 and 0002, may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (MAY 2005)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Direct Productive Labor Hours (DPLHs) performed for the billing period. Each invoice for fee shall contain a statement by

the Contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is [redacted] This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	$100,000 per accident
General Liability (Comprehensive) Bodily Injury	$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the Next Generation Sensor Producibility (NGSP) program. 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-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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 Operations 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 "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 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 releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 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 satis fy 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/(2 letter code)
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.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW)/Statement of Objectives (SOO), or other form of technical solutions, functions, requirements or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW/SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW/SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future.

Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW/SOO or specification is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure(s) or representation(s).

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

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, subject to coordination with the Contractor. 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-11 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/ACC
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-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

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 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
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	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
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
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
52.237-1	Site Visit	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	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	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.217-7003	Changes	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial 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
252.227-7020	Rights In Data--Special Works	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
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(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 address:

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

(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)

252.227-7017 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 [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(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 [name of contracting agency(ies)].

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	7	19-DEC-2006
Attachment 1	Statement of Work	3	26-JAN-2007
Attachment 2	DD 254	10	08-JAN-2007

Exhibit A
HQ0006-07-C-0007

CONTRACT DATA REQUIREMENTS LIST

FOR

Modular IR/Visible Sensor Electronics System

December 19, 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

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List* (AMSDL), Apr. 1997

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

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List* (AMSDL), DoD 5010.12-L. 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 Objectives (SOO).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/DEP 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. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

DI Block	Entry	Definition
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
COR	Missile Defense Agency ATTN: MDA/DEP Dr. Steve LeClair 7100 Defense Pentagon Washington, DC 20301-7100 Email: Steve.LeClair@mda.mil DODAAC: HQ0006
MDA/DACT	Missile Defense Agency ATTN: MDA/DACT Ms. Su Jin Chang 7100 Defense Pentagon

Washington, DC 20301-7100

Email: Su.Chang@mda.mil

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

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.	B. EXHIBIT	C. CATEGORY TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Module IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368		MDA/DEP

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
No	D	MTHLY	45 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	20 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		LT	
15. TOTAL		2	

16. REMARKS

Contractor format as approved by the COR is acceptable.

Block 12: The first submission is due no later than 45 calendar days after contract initiation

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

CONTRACT DATA REQUIREMENTS LIST *(1 Data Item)*	*Form Approved* *OMB No. 0704-0188*

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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.	B. EXHIBIT	C. CATEGORY TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Modular IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Contract Funds Status Report	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-MGMT-81468	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/DEP

7. DD 250 REQ No	9. DIST STATEMENT REQUIRED D	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		1	
15. TOTAL		2	

16. REMARKS

Contractor format as approved by the COR is acceptable

Block 12: The first submission is due twenty days after the first full month after contract initiation to include eporting period from the date of contract initiation.

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

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.	B. EXHIBIT	C. CATEGORY TDP ___ TM ___ OTHER XX
D. SYSTEM/ITEM Modular IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Technical Reports, Presentations, and Briefing Materials	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-MISC-8058A	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/DEP

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
No	D	AS REQUESTED	AS REQUESTED
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION AS REQUESTED

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		LT	
15. TOTAL		2	0

16. REMARKS

Contractor format as approved by the COR is acceptable.

Block 10, 12 and 13: Technical Reports, Presentations and Briefing Materials in accordance with the Statement of Work, and requested by the Contracting Officer's Representative on an as needed basis. Contractor briefing and report format is acceptable.

Blocks 12 and 13: Submission date will be no later than 20 days after request for data from the Contracting Officer's Representative.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

Statement of Work
Modular IR/Visible Sensor Electronics System

1.0 TASK DESCRIPTION

The Contractor shall provide the engineering labor and material required to design, build and test portions of an IR/Visible sensor electronics subsystem for use in an interceptor kill vehicle optical tracking system. The Contractor shall support the Next Generation Sensor Producibility initiative by leveraging existing designs from the federally funded R&D Center at MIT-Lincoln Laboratory, such as the Missile Fly-Along Sensor Package (MFASP), to develop a modular sensor electronics subsystem for use in an end-to-end system demonstration scheduled in late 2007. The subsystem hardware used in the flight demonstration shall include new features that represent an incremental step towards a final subsystem configuration proposed in a SBIR Phase II effort. [redacted]

Subtask 1. IR Interface Board Fabrication and Test – the Contractor shall procure all components, except the long lead items that will be ordered through a separate contract, necessary to fabricate at least five IR interface boards of *one design*. This board shall be capable of interfacing to *one of the two* IR sensors chosen for the flight demo. The Contractor shall perform limited environmental testing on the board to demonstrate operation and functionality for missile interceptor environments as defined for MFASP flights.

Subtask 2. Visible Interface Board With Associated Flex Circuit Fabrication and Test, Power Supply Design - The Contractor shall fabricate at least five visible interface boards and associated flex circuits required to connect the sensors to the boards. The Contractor shall perform limited environmental testing on the board to demonstrate operation and functionality for missile interceptor environments as defined for MFASP flights. The Contractor shall also perform all detailed design on circuitry required to provide power to the visible interface board.

Subtask 3. Compression / Encryption Board Design – The Contractor shall design the video multiplexing / demultiplexing, compression, encryption, built-in-test, and calibration portion of the compression / encryption board. This task shall *not* include the overall functional concept design, interface protocol, event trigger handling, and telemetry portions of the compression / encryption circuit board. The circuit board layout and a schematic of the entire board will also *not* be included in this task.

Subtask 4. Cable Assemblies – The Contractor shall identify and order all long lead items necessary for construction of the cable assemblies required to connect modules within the sensor electronics subsystem together. Given an overall concept design of the cable assemblies, the Contractor shall create detailed schematic drawings of all necessary cable assemblies.

Subtask 5. Program Management –The Contractor shall designate a Program Manager for this task who shall be responsible for the efficient management of all related efforts in this effort. The Program Manager's responsibilities shall include cost tracking, progress monitoring, planning, quality assurance, interfacing with the Government, document management, and reporting. The contractor shall conduct Technical Interchange Meetings and Program Management Reviews as required. The contractor shall furnish deliverable contract data required by this contract in accordance with the Contract Data Requirements List (CDRL) as specified below.

2.0 RELATIONSHIPS WITH OTHER ORGANIZATIONS

In the performance of this contract, it will be necessary for the contractor to visit Government facilities to discuss aspects of the work performed under this contract. Such visits will be coordinated with the COR.

Communications may additionally be necessary with other Government support contractors, academic institutions, and research laboratories to discuss aspects of the work performed under this contract. The necessity for such communication shall be coordinated with the COR.

3.0 PERIOD OF PERFORMANCE

Services to be performed hereunder shall be performed and completed from award of contract through seven months.

4.0 TRAVEL

The contractor shall take into consideration travel to Raytheon Missile Systems, Tucson, AZ and other MDA facilities within the Washington, DC area to attend meetings, program reviews, technical interchanges, and on-site integration and test facilities in support of this research, engineering, test and evaluation effort.

5.0 DELIVERABLES

Deliverables under this contract include:

- four IR interface boards, one of which could be a brassboard
- four visible interface boards, one of which could be a brassboard, and associated flextapes

- technical and administrative reports and plans in accordance with the below Contract Data Requirements List deliverables.

CDRL#	TITLE	DUE
A001	Status Reports	Monthly, 20 calendar days after the reporting period
A002	Contract Funds Status Report	Monthly, 20 calendar days after the reporting period
A003	Presentation/Briefing Materials	Design Review, 60 days after contract award
A003	Technical Reports	Modular Sensor Electronics Test Report