

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001			U	1 2
3. EFFECTIVE DATE 12-Dec-2005		4. REQUISITION/PURCHASE REQ. NO. V562/00		5. PROJECT NO.(If applicable)
6. ISSUED BY DARPA CMO ATTN: MICHAEL D. BLACKSTONE 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) WARREN MI 48397-6000	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADVANCED INFORMATION 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523			9A. AMENDMENT OF SOLICITATION NO.	
CODE 1U2D5			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-06-C-0034	
			X 10B. DATED (SEE ITEM 13) 02-Dec-2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: kgrigeri06154 The purpose of this modification is to incorporate an initial DD254 "Department of Defense Contract Security Classification Specification", dated 12 December 2005, as Attachment (2) to the contract. See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(2)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR (b)(2)			EMAIL: Michael.Blackstone@darpa.mil	
15C. DATE SIGNED 12/13/05		15C. DATE SIGNED (b)(6)		16C. DATE SIGNED 12/14/05

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

PO

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed

FROM:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CLIN 0001 Exhibit(s)	8	N/A
Statement of Work	PURDEME	4	12 October 2005

TO:

Exhibit/Attachment Table of Contents

DOCUMENT	DESCRIPTION	PAGES	DATE
Exhibit A	CLIN 0001 Exhibit(s)	8	N/A
Attachment (1)	PURDEME SOW	4	12 October 2005
Attachment (2)	DD254 - "Department of Defense Contract Security Classification Specification"	3	12 December 2005

2. Except as modified above, the terms and conditions of Contract No. HR0011-06-C-0034 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

CONTRACT HR0011-06-C-0034
P00001

DD FORM 254
DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

4 PAGES WITHHELD

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 26		
2. CONTRACT (Proc. Inst. Ident.) NO. HF0011-06-C-0034		3. EFFECTIVE DATE 02 Dec 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. V562/00			
5. ISSUED BY DARPA CMO ATTN: MICHAEL D. BLACKSTONE 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) WARREN MI 48397-5000		CODE S2306A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) GENERAL DYNAMICS ADVANCED INFORMATION 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
			10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G		
CODE 1U2D5		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 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					\$404,573.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	15 - 25
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	3 - 4	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	7 - 8		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	9 - 10	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	11 - 14				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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 ISSUING OFFICE (b)(2)		19B. NAME OF CONTRACTOR (b)(2)		19C. DATE SIGNED 5 Dec 05		19D. UNITED STATES OF AMERICA (b)(6)	
				20C. DATE SIGNED 5 Dec 2005			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	PURDEME Seedling AO No. V562/00	(b)(4)	(b)(4)	\$404,573.00

The Contractor shall research/assess the performance impact of Prediction-Based Registration (PBR) in accordance with the Attachment 1 Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F, and Exhibit A.

ITEM NO
000101

AO No. V562/00

ACRN AA

AMOUNT

\$404,573.00

Section C - Descriptions and Specifications**CLAUSES INCORPORATED BY FULL TEXT****C-1 Scope of Work**

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "Precision Urban Registration and Digital Elevation Model Extraction (PURDEME)", dated 12 October 2005 (as amended), copies of which are in possession of both parties.

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

C-2 Reports and Other Deliverables

(a) All technical reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation." The Government shall receive "unlimited rights" to this technical data, as defined in these clauses.

(b) In addition to those reports required by the Exhibit A, Contract Data Requirements List, the following report(s) must also be submitted as specified below:

1. FINAL REPORT

This report, prepared in accordance with DFARS 252.235-7011, shall document the results of the complete effort as set forth in the Statement of Work, Attachment 1 hereto. Title pages shall include a disclaimer worded substantially as follows:

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

(1) The Final Technical Report summary shall include:

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

(2) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting that sponsorship.

(3) Distribution Statement B applies.

2. ADDITIONAL MISC. DELIVERABLES

The Contractor shall also deliver those items listed in the Contract Attachment (1) - Statement of Work under the paragraph entitled "Deliverables", as applicable. The Contractor shall adhere to the schedule, as applicable, own in the Statement of Work. Briefing materials (hard and softcopy) for all briefings given to the Government shall be provided in the Contractor's format.

(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

- (a) All items shall be preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier, and to ensure safe delivery at destination.
(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

2. For Additional Misc. Deliverable - If applicable, any documentation associated with these deliverables shall be distributed to the following individuals:

(a) DARPA/CMO

Attn: Mr. Michael D. Blackstone
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Michael.Blackstone@darpa.mil

(b) DARPA/IXO

Attn: Dr. Michael Pagels
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Michael.Pagels@darpa.mil

(c) COR

Attn: Mr. William Koenig
AFRL/IFSC
2241 Avionics Circle
WPAFB, OH 45433
Email: william.koenig@wpafb.af.mil

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

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

Sponsored by
Defense Advanced Research Projects Agency
Information Exploitation Agency
ARPA Order No. V562
Issued by DARPA/CMO under Contract No. HR0011-06-C-0034

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

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

(end of clause)

F-4 Notice Regarding Late Delivery

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

(end of clause)

