

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 12
2. CONTRACT (Proc. Inst. Ident.) NO. H92222-08-C-0040		3. EFFECTIVE DATE 29 Sep 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. F2VJG0253A001	
5. ISSUED BY HQ USSOCOM SOAL-K ATTN: ELIZABETH DANIELS 7701 TAMPA POINT BLVD MACDILL AFB FL 33621		CODE H92222	6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGAT ST. SUITE 200 SAN DIEGO CA 92111-2241		CODE 80814A
7. NAME AND ADDRESS OF CONTRACTOR (No. street city, county, state and zip code) ARGON ST. INC. TED BALLERAS 8986 MESA RIDGE RD. STE A SAN DIEGO CA 92121-2950			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
			10. SUBMIT INVOICES 0 ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		
CODE 1UWB4		FACILITY CODE			
11. SHIP TO/MARK FOR [REDACTED]		CODE F2VJG0	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0338
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) <input type="checkbox"/>			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					5874,959.00
16. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
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	D PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	6		L	INSTRS., CONDS. AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	7 - 8	M	EVALUATION FACTORS FOR AWARD	
	H SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <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 constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER DIXIE BANKSTON / CONTRACTING OFFICER TEL: 813-281-0560 X304 EMAIL: dixie.bankston@usocm.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY <u>Dixie Bankston</u> (Signature of Contracting Officer)		29-Sep-2008

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES
0001

Tagging, Tracking and Locating Systems
CPFF

In accordance with the contractor's Statement of Work starting on page 14 of the technical proposal dated July 16, 2008 and section C of this contract, to develop a hybrid networked TTL solution which consists of energy-efficient relay nodes/radios, low-power tag radios, and self-healing mesh network protocols.

FOB: Destination

PURCHASE REQUEST NUMBER: F2VUQ08253A001

	ESTIMATED COST	
	FIXED FEE	
	TOTAL EST COST - FEE	\$874,959.00
ACRN AA		
CIN: F2VUQ08253A0010001		\$874,959.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements List FFP Please see attached CDRLs in Exhibit A. FOB: Destination				NSP
				NET AMT	

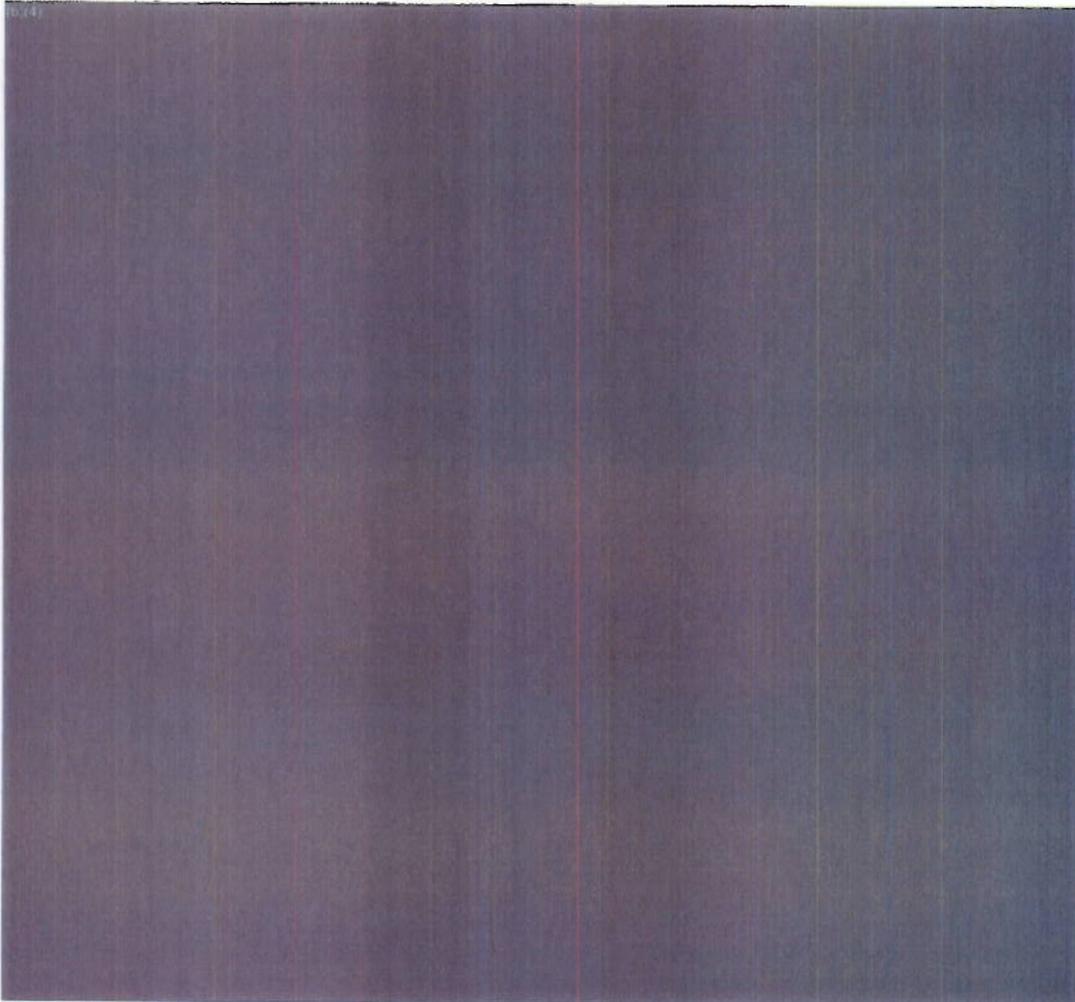
See Exhibit A

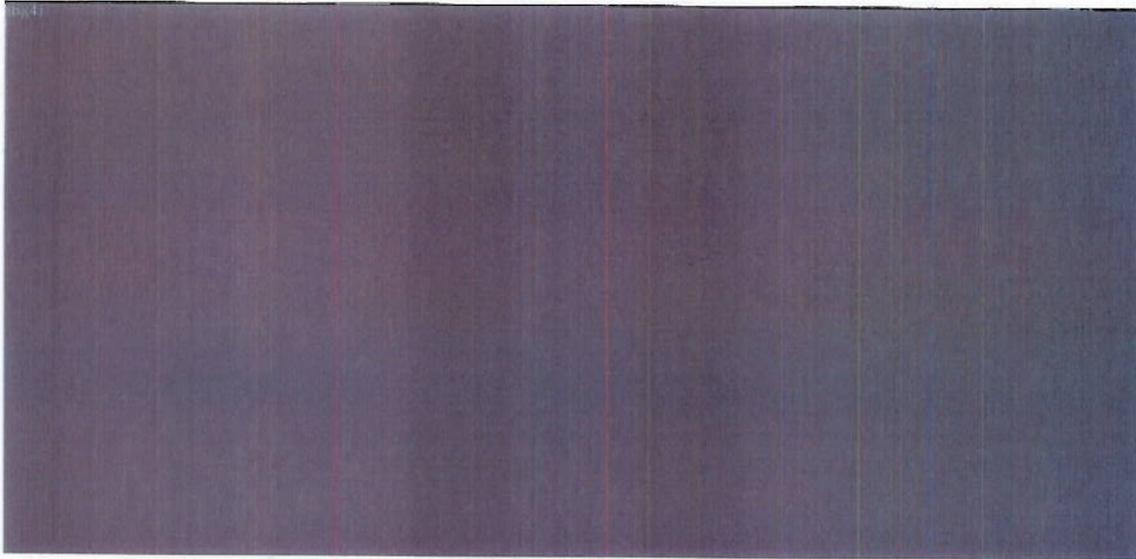
Section C - Descriptions and Specifications

STATEMENT OF WORK

2. Statement of Work (SOW)

This state of work is organized along the following tasks to be performed by Argon ST Network Systems (hereinafter referred to as Argon ST or "the contractor"). The SOW assumes that appropriate TTL Tags and a satellite modem for the demonstration are provided in a timely manner as government furnished equipment (GFE).





The deliverable will be:

The proposed effort will produce: (i) three low-power tag radio prototypes (connecting to Tags), (ii) seven MMRN prototypes, (iii) detailed system architecture specification with carefully designed control "knobs" and "meters" for TTL applications; and (iv) lab test-bed and field demonstration in a foliage heavy arc to be specified by our customers. The results of the demonstration will be delivered to the government at the end of the program to enable further development, paving the way for prototype system development and experimentation. In addition, the following items will be also delivered: Quarterly reports, regular progress meetings at Tampa, monthly status report, demonstration results and final technical report.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT
0001 Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-SEP-2008 TO 28-SEP-2009	N/A		
0002	POP 29-SEP-2008 TO 28-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION); FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9780400.56SF SE8 5254 21832A 000000 59200 076405 667100 F67100 WBS:IAT ALD:AA FSR:004660PSR:216711 DSR:219992
AMOUNT: \$874,959.00
CIN F2VUQ08253A0010001: \$874,959.00

CLAUSES INCORPORATED BY FULL TEXT

5652.216-9000 Fixed Fee Information (2003)

Subject to the requirements of FAR 52.216-8 and all other withholding requirements of this contract, the fixed fee stated in Section B shall be paid to the contractor at the same percentage rate as the percentage of incurred and allowable costs proportionate to the total estimated cost.

(end of clause)

5652.232-9003 Paying Office Instructions (2005)

(a) The Primary Contracting Office Point of Contact is: *Dixie Bankston, HQ USSOCOM SOAL-K, 7701 TAMPA POINT BLVD, MACDILL AFB FL 33621, Dixie.bankston@socom.mil, 813-281-0560 x304*

(b) The Administrative Contracting Office Point of Contact is: *[REDACTED] DCMA SAN DIEGO 7675 Dagget Street, Suite 200, San Diego, CA 92111-2241 [REDACTED]*

(c) The Requiring Activity Official is: *[REDACTED]*

(d) Invoice(s) should be forwarded directly to the following designated billing office: *WAWF.*

(e) Payment will be made by the office designated in Block 12 on Standard Form 26.

(f) Payment to the contractor shall be mailed to the following address *WAWF.*

(g) Special Payment Instructions: *WAWF.*

(end of clause)

WIDE AREA WORKFLOW

September 22, 2008

H92222 - Dixie Bankston, Contracting Officer

ARGON ST, INC.
6696 MESA RIDGE RD, STE A
SAN DIEGO CA 92121-2950

Memorandum for Wide Area Work Flow (WAWF) – Electronic Receiving Report and Invoicing Instructions,
Contract: H92222-08-C-0040

1. In accordance with DFARS 232.70, and SOFARS 5632.7002, use of electronic payment requests is mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no charges or fees associated with the use of WAWF. For more information on WAWF, go to <https://wawf.cb.mil>.
2. The accounts payable address can be found on the SF 26 of your order. You can easily access payment information using the DFAS web site at <http://www.dod.mil/dfas/>. Your contract number and order number (if applicable), or invoice will be required to inquire status of your payment. Go to DFAS on the web at <http://www.dod.mil/dfas/contractorpay.html>.
3. The following codes will be required to route your receiving reports, invoices, and additional e-mail to correctly process through the WAWF system.

(Contracting Officers shall complete the following applicable fields after award)

TYPE OF DOCUMENT:	<input type="text" value="COMBO"/>	
Vendor/Contractor CAGE CODE:	<input type="text" value="1UW84"/>	
ISSUING OFFICE DODAAC:	<input type="text" value="H92222"/>	
CONTRACT ADMIN DODAAC:	<input type="text" value="S0514A"/>	
INSPECTION DODAAC/BPN:	<input type="text" value=""/>	PLUS SIX EXT: <input type="text"/>
ACCEPTOR / SHIP TO DODAAC/BPN:	<input type="text" value=""/>	PLUS SIX EXT: <input type="text"/>
LOCAL PROCESSING OFFICE:	<input type="text" value="N/A"/>	PLUS SIX EXT: <input type="text"/>
PAY/DISBURSING OFFICE DODAAC:	<input type="text" value="HQ0339"/>	

E-MAIL POINT OF CONTACT LISTING *(maximize use of group e-mail accounts):*

INSPECTOR:	<input type="text" value=""/>
ACCEPTOR:	<input type="text" value=""/>
CONTRACT ADMINISTRATOR:	<input type="text" value=""/>
CONTRACTING OFFICER:	<input type="text" value="Dixie Bankston - dixie.bankston@socom.mil"/>

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
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	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
52.219-9	Small Business Subcontracting Plan	APR 2008
52.222-3	Convict Labor	JUN 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
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

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	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
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(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)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is *Dixie Bankston, HQ USSOCOM SOAL-K, 7701 TAMPA POINT BLVD, MACDILL AFB FL 33621, Dixie.bankston@socom.mil, 813-281-0560 x304.*

(end of clause)

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	1	12-SEP-2008

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 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 the burden, to the Department of Defense, Executive Service Directorate (0704-C188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 000i		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM Tagging, Tracking & Locating System			E. CONTRACT/PR NO. H92222-08-C-0040		F. CONTRACTOR Argon ST
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Contract Funds Status Report (CFSR)		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81458		5. CONTRACT REFERENCE CLIN		6. REQUIRING OFFICE SOAL-II-PMR&S	
7. DD 250 REQ No No	9. DIST STATEMENT REQUIRED E	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. TOTAL	
16. REMARKS Blk 10: Submit within 12 weekdays following contractor's accounting period cutoff date. Blk 14: Utilize MS Word format. Transmit document via e-mail.				15. TOTAL → 0 3 0	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			
(b)(3) 10 USC §130b, (b)(6)					
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Monthly Status Report		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368A		5. CONTRACT REFERENCE CLIN		6. REQUIRING OFFICE SOAL-II-PMR&S	
7. DD 250 REQ No No	9. DIST STATEMENT REQUIRED B	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. TOTAL	
16. REMARKS Blk 14: Utilize MS Word format. Transmit document via e-mail. Report shall contain meeting minutes and action items if any.				15. TOTAL → 0 3 0	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			
(b)(3) 10 USC §130b (b)(6)					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Project Final Technical Report		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80711A		5. CONTRACT REFERENCE CLIN		6. REQUIRING OFFICE SOAL-II-PMR&S	
7. DD 250 REQ No No	9. DIST STATEMENT REQUIRED E	10. FREQUENCY One Time	12. DATE OF FIRST SUBMISSION End of Proj	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	15. TOTAL	
16. REMARKS Blk 14: Utilize MS Word formats (Word, Power Point, Excel, etc). Transmit document via e-mail. Report shall include technical descriptions, work accomplished, and test results.				15. TOTAL → 0 3 0	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			
(b)(3) 10 USC §130b (b)(6)					
G. PREPARED BY Elizabeth Daniels		H. DATE 09-12-08		J. DATE 09-12-08	