

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   55
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-06-C-0127		3. EFFECTIVE DATE 19 Jul 2006		4. REQUISITION/PURCHASE REQUEST/P PROJECT NO. W07900	
5. ISSUED BY DARPA CMO ATTN: WADE WARGO 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) BETA ANALYTICS, INCORPORATED A DIVISION OF ANALEX CORPORATION 2677 PROSPERITY AVENUE #400 FAIRFAX VA 22031				8. DELIVERY [ ] FOB ORIGIN [X] 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 3Y646		FACILITY CODE			
11. SHIP TO/MARK FOR DARPA ROBERT COPELAND ATTN: SID 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182284 COLUMBUS OH 43218-2284		CODE HQ0338
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					\$12,013,757.00
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE (ITEM 17 OR 18 AS APPLICABLE)					
17. [ ] 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. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HR0011-06-R-0001-0004 REF: BAI Prop # 020 thru Amd 0004 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 WADE WARGO / CONTRACTING OFFICER TEL: 571 218 4815 EMAIL: wade.wargo@darpa.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 19-Jul-2006
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

Base Effort Support Services

CPAF

The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Office of Management Operations/Security and Intelligence Directorate as described in Section C. Award Fee shall be determined in accordance with Attachment Number 1, Award Fee Plan.

FOB: Destination

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000101

AO No. W079/00

ACRN AA

CIN: 000000000000000000000000000000

\$3,790,010.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000102

AO No. W079/00

ACRN AB

CIN: 000000000000000000000000000000

\$636,555.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

Base Effort ODCs

COST

This CLIN is for Other Direct Costs (ODCs) associated with the Support Services, including Consultants, Travel, Supplies, Materials, and Maintenance Costs. This CLIN is a Cost Reimbursable, No Fee, Not-to-Exceed amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance, vice the FTEs specified in Section C and Section L.

FOB: Destination

ESTIMATED COST

\$1,390,000.00

ITEM NO	AMOUNT
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000201

AO No. W079/00

ACRN AB

\$579,217.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Yr. I Support Services CPAF The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Office of Management Operations/Security and Intelligence Directorate as described in Section C. Award Fee shall be determined in accordance with Attachment Number 1, Award Fee Plan. FOB: Destination				
				ESTIMATED COST	
				BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	\$11,048,741.00

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Yr. I ODCs COST This CLIN is for Other Direct Costs (ODCs) associated with the Support Services, including Consultants, Travel, Supplies, Materials, and Maintenance Costs. This CLIN is a Cost Reimbursable, No Fee, Not-to-Exceed amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance, vice the FTEs specified in Section C and Section L. FOB: Destination				
				ESTIMATED COST	\$1,460,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					
OPTION	Option Yr. II Support Services				

**CPAF**

The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Office of Management Operations/Security and Intelligence Directorate as described in Section C. Award Fee shall be determined in accordance with Attachment Number 1, Award Fee Plan.

FOB: Destination

ESTIMATED COST	(b)(4)
BASE FEE	
SUBTOTAL EST COST + BASE	
MAX AWARD FEE	
TOTAL EST COST + FEE	\$11,463,079.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					
OPTION	Option Yr. II ODCs				

**COST**

This CLIN is for Other Direct Costs (ODCs) associated with the Support Services, including Consultants, Travel, Supplies, Materials, and Maintenance Costs. This CLIN is a Cost Reimbursable, No Fee, Not-to-Exceed amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance, vice the FTEs specified in Section C and Section L.

FOB: Destination

ESTIMATED COST	\$1,533,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option Yr III Support Services CPAF The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Office of Management Operations/Security and Intelligence Directorate as described in Section C. Award Fee shall be determined in accordance with Attachment Number 1, Award Fee Plan. FOB: Destination				
				ESTIMATED COST	(b)(4)
				BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	\$11,864,326.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option Yr. III ODCs COST This CLIN is for Other Direct Costs (ODCs) associated with the Support Services, including Consultants, Travel, Supplies, Materials, and Maintenance Costs. This CLIN is a Cost Reimbursable, No Fee, Not-to-Exceed amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance, vice the FTEs specified in Section C and Section L. FOB: Destination				
				ESTIMATED COST	\$1,610,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					
OPTION	Option Yr. IV Support Services				

CPAF

The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Office of Management Operations/Security and Intelligence Directorate as described in Section C. Award Fee shall be determined in accordance with Attachment Number 1, Award Fee Plan.

FOB: Destination

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

(b)(4)

\$12,249,636.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					
OPTION	Option Yr. IV ODCs				

COST

This CLIN is for Other Direct Costs (ODCs) associated with the Support Services, including Consultants, Travel, Supplies, Materials, and Maintenance Costs. This CLIN is a Cost Reimbursable, No Fee, Not-to-Exceed amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance, vice the FTEs specified in Section C and Section L.

FOB: Destination

ESTIMATED COST

\$1,691,000.00

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**STATEMENT OF WORK:  
CONTRACTOR SUPPORT SERVICES FOR THE  
OFFICE OF MANAGEMENT OPERATIONS/  
SECURITY AND INTELLIGENCE DIRECTORATE OF DARPA**

**1.0 GENERAL**

The contractor shall provide the necessary personnel, materials, facilities, and other services required to perform the tasks and requirements in accordance with this Statement of Work and the Program Management Plan (Attachment Number 3).

In the event of an inconsistency between the provisions of the Statement of Work and the Program Management Plan (i.e., the Technical Approach section from the Contractor's Volume I proposal or as subsequently revised/approved), the inconsistency shall be resolved by giving precedence in the following order: (1) Statement of Work, (2) other sections and attachments in contract other than Attachment Number 3, and (3) Program Management Plan, Attachment Number 3.

The contractor and its team shall adhere to Organizational Conflict of Interest clause (See Section H). The contractor is required to provide a high quality professional security staff that uses teamwork to accomplish the necessary work, provides the highest quality customer service, and that accomplishes the tasks using initiative, innovativeness, and cost consciousness.

**1.1 Introduction**

Contractor support services are required to support the Security and Intelligence Directorate (SID), which is under the Office of Management Operations (OMO), at the Defense Advanced Research Projects Agency (DARPA). In fulfilling this responsibility, SID desires support services in developing, implementing and maintaining programs that facilitate the secure and successful accomplishments of its mission while protecting DARPA personnel, information, property, and business continuity which are consistent with DARPA Mission, Public Law, National Policy, applicable Executive Orders, and Department of Defense Directives and Regulations.

**1.2 Background**

DARPA's mission is to maintain the technological superiority of the U.S. military and prevent technological surprise from harming our national security by sponsoring revolutionary, high-payoff research that bridges the gap between fundamental discoveries and their military use. DARPA's mission is also to create technological surprise for our adversaries. This implies one

imperative – radical innovation for national security. DARPA's business philosophy is to bring in expert, entrepreneurial program managers for the technical programs, empower them, protect them from red tape, and to quickly make decisions about starting, continuing or stopping research projects.

DARPA's Security and Intelligence Directorate (SID) supports this mission by planning, executing, and directing the information, personnel, industrial, information assurance, and physical security programs at DARPA and at specified contractor sites. This includes collateral, Sensitive Compartmented Information (SCI), and Special Access Programs (SAP). SID also formulates and implements security policy and procedures at DARPA and represents DARPA on security matters with external organizations. The SID mission is to develop, manage and implement programs that facilitate the secure and successful accomplishment of DARPA's mission, while protecting DARPA personnel, information, property, and insuring business continuity. SID objectives are to provide world class service to each of our customers; to establish credible security policy and procedures; to be responsive to technical program needs in a timely manner; to represent DARPA's interests in National Security Forums; and above all, to protect our people and information. SID's challenge is to accomplish the mission and objectives while mirroring the DARPA business philosophy. The SID requires a contractor that will provide a high quality professional security staff that believes in teamwork and customer service and that will partner with SID to accomplish these objectives using initiative, innovativeness, and cost consciousness.

### 1.3 Scope

This Statement of Work (SOW) encompasses support services relative to developing, implementing and maintaining programs as required to meet SID needs. The contractor shall provide and manage personnel and equipment, to include support provided to the contractor by subcontractors or consultants, to safeguard DARPA, US Government and other resident property, personnel, and information and to assure continuity of the DARPA work effort. The contractor is required to perform all tasks within this SOW and shall be capable of meeting surge periods when additional resources above the normal requirements are necessary to meet short-term requirements.

This SOW shall consist of tasks to be performed for a period of 12-months. The contract will contain option provisions for four additional 12-month performance periods, and provisions to allow incremental funding.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherent Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel shall wear appropriate identification (in accordance with DARPA instructions and policies) identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as contractor employees. All

reports required as deliverables under this contract are the property of the U.S. Government. Reports shall not contain contractor name, logo or other contractor identifying device.

## **2.0 APPLICABLE DOCUMENTS (Statement of Work will have precedence over Standards)**

- Military and Federal standards.
- DoD Handbook (DoDH) 0-2000.1 2H, Protection of DoD Personnel and Activities Against Acts of Terrorism and Political Turbulence
- DoD Instruction (DoDI) 0-2000.16
- DoD Regulation 5200.1, Information Security
- DoD Directive 5200.2, DoD Personnel Security Program
- DoD Regulation 5200.8, Physical Security Program
- DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)
- DoD 5220.22-M-Sup1 (NISPOM Supplement)
- Export Administration Regulations (EAR)
- Federal Property Disposal Regulations
- Freedom of Information Act
- International Traffic in Arms Regulations (ITAR)
- Militarily Critical Technologies List (MCTL)
- National Industrial Security Program Operating Manual (NISPOM)
- Privacy Act

## **3.0 TASKS**

### **3.1 SECURITY OPERATIONS**

#### **3.1.1 Counterintelligence Support**

The contractor shall assist the DARPA SID staff in counterintelligence activities. The contractor's role shall primarily be to provide support to the DARPA counterintelligence program. The support shall typically include detecting, identifying, accessing, and exploiting information on adversary intentions and capabilities. Support shall also include developing programs, systems, and procedures countering intelligence collection efforts and activities of foreign entities, to include sabotage and terrorist activities. The support shall also include recommending cost-effective protective measures and countermeasures for DARPA personnel, programs, and efforts. This shall be accomplished using risk management evaluations and multi-discipline teams to analyze such programs and efforts. The analysis shall focus on (1) identifying technology targeting of foreign or domestic threats, (2) identifying threats and vulnerabilities relative to DARPA personnel, programs, and efforts, and (3) providing assessment of collection capabilities and potential threats from foreign interests. The contractor shall identify and make recommendations designed to assure that horizontal protection needs and Operations Security (OPSEC) principles are applied on DARPA programs and projects. The contractor shall, in support of this task, draft assessments, studies, estimates, and other records and reports that are necessary or requested in support of the DARPA Counterintelligence Program.

### **3.1.2 Industrial Security Program**

The contractor shall provide support and assistance in administering the National Industrial Security Program for DARPA contractors involved in collateral, Special Access Program, and Sensitive Compartmented Information (SCI) efforts in accordance with the National Industrial Security Program Operating Manual (NISPOM), the Department of Defense Supplement, and appropriate Director, Central Intelligence Directives (DCID). This assistance shall include the verification of, and, as necessary, the processing of facility security clearances for contractor and consultant facilities, determining the data requirements and preparation of the DD Form 254, Contract Security Classification Specification, the coordination and preparation of National Interest Determinations (NIDS), coordinating security requirements with DARPA performers, maintaining a database of performer Facility Security Officers and other contacts, coordinating security and other requirements with the Defense Security Service (DSS), and arranging or providing security oversight and compliance verification activities for DARPA contractors.

### **3.1.3 Information Assurance (IA)**

The contractor shall assist the SID in developing and implementing an IA program that protects and defends DARPA information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, recognition, and reaction capabilities. The DARPA systems to be protected include systems that process and store information at the collateral level up to Top Secret, the SCI level, the SAP level, and the controlled unclassified information level. Personnel assigned to the IA function shall be qualified in accordance with DoD Directive 8570.1, Information Assurance Training, Certification, and Workforce Management and DoD Manual 8570.1-M, Information Assurance Workforce Improvement Program, and shall be thoroughly familiar with, understand, and be able to apply the requirements contained in the following:

- DoDI 5200.40, , DoD Information Technology Security Certification and Accreditation Process (DITSCAP)
- DoDD 8000.1, Management of DoD Information Resources and Information Technology
- DoDD 8100.2, Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)
- DoDD 8500.1, Information Assurance (IA)
- DoDD 8500.2, Information Assurance Implementation
- DoDD 8530.1, Computer Network Defense (CND)
- DoDI 8530.2, Support to CND
- DoDI 8551.1, Ports, Protocols, and Services Management (PPSM)
- DoDD 8570.1, IA Training, Certification, and Workforce Management
- Chapter 8, National Industrial Security Operations Manual (NISPOM)
- DCID 6/3, Protecting Sensitive Compartmented Information Within Information Systems

The activities of the contractor shall include, but not limited to, the following:

- Certification and Accreditation Activities in accordance with DoD Directive 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP);
- Analysis of Threats and Vulnerabilities and Risk Mitigation and Acceptance;
- Forensic Examination of computer and associated equipment;
- Policy, Procedure, and Strategy development, examination, and recommendations;
- Oversight activities of DARPA and selected performer automated information systems;
- Automated Information System Security Plan and/or System Security Authorization Agreement (SSAA) development and review;
- Response to incidents;
- Evaluations of IA products;
- Development and presentation of education and training programs relative to IA and computer security;
- Development and application of Red Team Plans and Activities.

#### **3.1.4 Information Security Program**

The contractor shall assist with sustaining an Information Security Program to ensure the accountability, safeguarding, integrity, reliability and privacy of classified or controlled unclassified information and to prevent access or release of information to unauthorized personnel. The scope of the program shall include the identification, marking, accountability, transmission, and safeguarding of collateral, Special Access Program, and Sensitive Compartmented classified and controlled unclassified information as well as information falling under the protection of the Privacy and Freedom of Information Act, International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and For Official Use Only (FOUO) information. The contractor shall continuously assess the application of the most current DoD and DARPA policy and practices for the protection of classified and controlled unclassified information and make recommendations for improvements.

##### **3.1.4.1 Classification Management**

The contractor shall assist DARPA Security Classification Officer(s), in determining and interpreting appropriate derivative and original classification levels and implementing or providing implementation guidance regarding the requirements associated with the determined levels to DARPA personnel and activities. This shall include, but not be limited to: the development, coordination, publication, and distribution of security classification guides (SCG); the determination of requirements associated with handling, transmitting, safeguarding, marking, retaining, and destroying classified and controlled unclassified information and/or material; and the reviewing of information and/or material intended for public release or to determine appropriate classification action.

#### **3.1.4.2 Document Control Program**

The contractor shall assist with sustaining a Document Control Program to assure the proper receipt, marking, issue, reproduction, accountability, tracking, transmission, inventory, and destruction or disposition of classified and designated controlled unclassified information. The classified material includes collateral, Special Access Program (SAP), and Sensitive Compartmented Information (SCI). The program shall also include staffing appropriate control stations for the issue, receipt, and storage of classified material and shall include planning and implementing an annual "clean-out" process to identify needed classification actions and to make proper disposition of documents. The program shall also include developing and recommending policies and procedures relative to the document control effort. DARPA currently uses a non-SID agency for document pickup and destruction. The contractor shall prepare and submit the recommended *Annual Clean-Out Process Plan*. (Reference Paragraph 5.1)

#### **3.1.4.3 Security Container and Security Area Control**

The contractor shall assist with sustaining a program to assure the issue, location/establishment, control, safeguarding, and accountability of security containers and/or security areas (e.g., Sensitive Compartmented Information Facility (SCIF)) to include oversight activities for container custodians. The contractor shall include data relative to the work effort in this area in statistical reports. The program shall include provisions for emergency entry and egress to and from containers/areas, arrangements for fabricating/constructing, locating, changing and repairing security containers/areas, providing guidance and assistance to container/area custodians, establishing a system to recall selected personnel to unlock or lock containers/areas, and establishing a repository(ies) for maintaining combinations. (Reference Paragraph 5.2)

#### **3.1.5 International Security Program**

The contractor shall provide support and assistance to the DARPA SID staff in implementing, and administering an International Security Program. The primary purpose of the International Security Program is to ensure the appropriateness of the disclosure of information to foreign entities and to ensure that adequate protection for such information is provided in appropriate agreements and procedures. In performing these functions, the contractor shall work closely with DARPA SID counterintelligence representatives, reporting all pertinent information in a timely manner. The program shall include assisting in:

- Overseeing the exchange of information with Foreign Governments, Foreign Nationals, and international organizations to assure compliance with requirements in the National Disclosure Policy, providing rationale for release or non-release decisions;
- Conducting activities relative to and in compliance with the Export Administration Regulations (EAR) and the Militarily Critical Technologies List (MCTL);
- Determining, recommending, and preparing input relative to treaty compliance issues and inspections;

- Data entry into the Security Policy Automated Network (SPAN) and such other databases that may be identified;
- Determining how export requests should be processed (e.g. through EAR or MCTL channels);
- Preparation of security compromise damage assessments;
- Determining, recommending, and preparing input relative to Committee on Foreign Investment in the United States (CFIUS) cases;
- Reviewing material to determine and make recommendations relative to the appropriateness for public release;
- Monitoring the visits and requests to visit DARPA by Foreign Nationals, assuring that requests to visits are processed through proper channels and, as appropriate, that assignments of Foreign Nationals are processed in accordance with the Defense Personnel Exchange Program (DPEP) agreements or the International Visit Program (IVP), providing rationale for approving or rejecting the visit.

### **3.1.6 Personnel Security**

The Personnel Security program assures that all personnel meet the standards mandated by DOD Regulation 5200.2 to obtain and maintain a personnel security clearance and accesses to Special Access Programs (SAP) and Sensitive Compartmented Information (SCI) Programs. The contractor shall support the DARPA SID in investigative and administrative actions needed to ensure that DARPA and selected contractor personnel are efficiently and effectively processed for their security clearances and subsequent access to facilities and information. This shall include the collection and protection of personal history data, the review of the information collected, the coordination of the initiation of investigations and adjudications by various agencies, the determination, in conjunction with other DARPA entities, of position sensitivity levels, the review of completed case files and Personnel Security Questionnaires (PSQ's), and investigation of an individual's background information prior to final adjudication. It also includes the management of and issuance of DARPA identification badges and the Common Access Card (CAC), maintenance of personnel security files showing individual clearances, assisting DARPA staff in completing personnel security related documents, ensuring that personnel are notified in advance when they are due for reinvestigation and the transference of any clearances or accesses to other organizations.

### **3.1.7 Security Education, Training, and Awareness Program**

The contractor shall develop, implement, and maintain a Security Education, Training, and Awareness Program for all DARPA personnel, the contractor staff, and DARPA enclave members. It shall be designed to provide up to date information on how to perform security functions, promote understanding of policies and requirements and their importance, instill and maintain continuing awareness of security requirements and the Foreign Intelligence and Terrorist Threat, and assist in promoting a high degree of motivation to support DARPA security program goals. The Training Program shall include the development of a *Master Training Plan*, updated annually, that addresses training requirements specified by DoD policy and that

describes the DARPA Security Training Program. The *Master Training Plan* shall be based on a Training Needs Analysis conducted by the contractor and shall include an annual Master Training Schedule and a Master Training Requirements List that extracts and documents training requirements from DoD and DARPA policy and procedure documents. The training plan and needs analysis shall address the security training and education needs of the general DARPA staff as well as all of the government and contractor personnel assigned to SID. The Master Training Plan shall also identify the resources required to conduct training (Facilities, Training Aids, Instructors, etc.). The plan shall also include the method of delivery for distributing time sensitive security information to include changes in specific threats, threat levels, policies and procedures. (Reference Paragraph 5.3)

#### **3.1.7.1 Education and Training Presentations**

The contractor shall present training and education classes, seminars, and workshops and maintain records and a database detailing student participation. Contractor staff assigned to the various functional areas within SID will be required to prepare and present various oral and/or written presentations, training, and reports relative to their functional area and their work activities. Presentations by the contractor shall use the most effective mix of written, oral, and audio/visual techniques and, where appropriate shall use computer based interactive training. The contractor shall reevaluate the training program during self-inspections and other oversight activities. The evaluation shall assess the quality, effectiveness, and appropriateness of the training program. The training program shall meet the following minimum requirements:

#### **3.1.7.2 Newcomer, Initial and Recurring Indoctrination and Briefing**

The contractor shall assist DARPA with providing new employees an orientation on security in accordance with DoD Directives 5200.1, 5200.2, 5200.8, and the DARPA Security Manual. Prior to access to classified information, the contractor shall assist DARPA in assuring that all persons granted a clearance shall complete all documentation required and shall attend an initial indoctrination briefing. This orientation briefing shall outline at a minimum why security at DARPA is critical to their success; explain the SID directorate mission and organization; outline the security services that are provided; outline emergency and safety requirements, and highlight the individual's security responsibilities as a DARPA employee. All personnel issued a DARPA badge shall be indoctrinated relative to their security and emergency responsibilities. The training shall include, but not be limited to, addressing the threat and the techniques employed by foreign intelligence activities attempting to obtain classified and sensitive unclassified information, and shall address issues or concerns identified during SID self-inspections and highlighted by the occurrence of security violations and infractions. The contractor shall assist DARPA in conducting a termination briefing which shall be provided to all personnel upon termination of employment, administrative withdrawal of a security clearance, or contemplated absence from duty or employment from DARPA for 60 days or more. Individuals who are debriefed will be required to complete all documentation necessary, including but not limited to, the Security Debriefing Acknowledgment. All DARPA staff shall also be provided an annual security refresher orientation.

### **3.1.7.3 Automated Information Systems (AIS) Indoctrination and Briefing**

The contractor shall ensure that all personnel who are granted access to AIS are indoctrinated on their security responsibilities prior to gaining access to the system and at least annually thereafter.

### **3.1.7.4 SID Contractor Personnel Training**

The contractor shall establish a training program for their personnel to assure that they are provided the information, knowledge and skills needed to accomplish their assigned functions. Training shall be provided for each functional position/area. An initial orientation shall be provided for all new employees prior to their assuming work on the contract. Appropriate written materials shall be provided to the employee, to include necessary work telephone numbers, and a tour of the DARPA area shall be provided. The training shall be conducted within two weeks of hire and the contractor shall provide certification that each employee has received the orientation. The following areas shall be covered during the initial orientation:

- Roles and responsibilities of the DARPA and contractor staff;
- Individual responsibilities of persons who create or handle classified or controlled unclassified information (e.g., Export Controlled Information), to include reporting requirements for foreign national contacts, change in status, travel, and potentially adverse information;
- Persons to contact/notify regarding security incidents or emergency situations;
- DARPA Requirements and Procedures for access to the building for staff and visitors, with particular emphasis on responding emergency services (i.e. police, fire, and medical);
- Description of what an individual should do when he or she believes security requirements or standards of conduct may have been violated or compromise is suspected;
- Description of Emergency Procedures and the Emergency Plan for DARPA; and,
- DARPA Requirements and Procedures for the access to and the use of AIS, Telephones, and other government property;
- Dress, appearance, and conduct requirements, to include relations with fellow employees as well as DARPA and other contractor staff;
- Individual responsibility for the protection, care and maintenance of government furnished equipment and supplies;
- "Chain of Command" and the government's role.

The contractor shall provide a *Contractor's Certification of Employee Training* certifying that each contract employee has received the training outlined above. (Reference Paragraph 5.4)

### **3.1.8 Technical Security**

Technical Security Countermeasures (TSCM) and TEMPEST support is provided to DARPA by another US Government Agency. As required, the contractor shall identify programs and activities that require the application of TSCM and/or TEMPEST, recommend for approval the use of these techniques and upon approval coordinate, oversee, and within the capabilities and the authority of DARPA, conduct the approved or required activities.

## **3.2 PROGRAM SECURITY**

### **3.2.1 Program Security Support**

Program security support is the embedded support provided to the various DARPA Technical Offices. The contractor shall provide program security support to Collaterally Classified Programs, Special Access Programs (SAP), and Sensitive Compartmented Information (SCI) Programs. The contractor shall also staff and assist with the operations of the Special Access Program Central Office (SAPCO) that supports all Special Access Programs (SAP) and the Special Security Office (SSO) that handles all SCI programs. The SAP and SCI facilities and associated equipment will be provided by DARPA.

#### **3.2.1.1 Special Access Program Central Office (SAPCO) and Special Security Office (SSO)**

The SAPCO and SSO provides administrative support to the embedded program security staff through the development and enforcement of standardization of policy and procedures, gathering and recording of various reports and documents, and centralized control of the work effort for the respective SAP and SCI areas. The execution of the work effort by the embedded program security staff is decentralized. The contractor shall support the SAPCO and the SSO by handling the receipt, accountability, transmission, reproduction, storage, safeguarding, and destruction of SAP, Sensitive Compartmented Information (SCI), and collateral classified information records and reports and by processing verifications of authorized personnel for access to appropriate material.

#### **3.2.1.2 Staffing of SAPCO and SSO and Program Security Support**

The Contractor shall staff the SAPCO, SSO, and embedded program security support positions with security professionals that perform both administrative functions associated with SAP and SCI efforts (e.g., passing clearances, processing Program Access Requests (PARS)) and program security representative who work to directly develop and oversee security for their respective technical programs. Both the administrative and security representative positions require personnel with a broad range of experience and technical competence in and general knowledge of all security disciplines that shall be brought to bear in the SAP, SCI, and collateral security arenas. The experience in the SAP and SCI arena shall include the transition of national level programs and the operation of automated SAP and SCI intelligence retrieval systems.

### **3.2.1.3 Program Security Representatives**

The Contractor shall provide embedded program security support with personnel referred to as Program Security Representatives (PSR) who work closely with the government Program Security Officers (PSO). The primary functions of the PSR shall be to assist the PSOs and the DARPA technical office Program Managers and program staff in determining, interpreting, and applying security requirements applicable to their assigned programs. The PSR shall use initiative and innovation to apply program security requirements in such a manner that the mission of the programs can be accomplished in a cost-effective, schedule compliant manner, with minimum risk to information, personnel, and business continuity. The PSR shall assist the programs in identifying and managing the risks associated with the programs. Typical duties of the PSRs include, but are not limited to:

- Determining and applying appropriate security requirements and tasks relative to the specific technology programs to be protected;
- Establishing and sustaining personnel access, document control, and other databases applicable to the specific PSR area (SAP, Collateral, or SCD);
- Providing courier services;
- Coordinating program activities with other agencies;
- Planning, coordinating, and managing security support for test activities, transportation of equipment and material, and off-site facilities;
- Planning and managing billet programs;
- Developing Security Classification Guides (SCG);
- Assisting in determining program access requirements and processing personnel for access;
- Planning, coordinating, providing, and managing security support for meetings;
- Preparing for and processing accreditations for facilities and AIS;
- Supporting all aspects of intelligence taskings; and,
- Developing and reviewing Security Protection Plans to assure compliance with security requirements.

## **3.3 SECURITY PROGRAM PLANNING AND EXECUTION**

### **3.3.1 Program Management**

Program Management means the management of the overall contract in support of the DARPA security program. The contractor shall provide a full time senior on-site company representative, hereinafter referred to as "program manager" to manage the overall contract. The program manager shall have the full authority to commit the company to all operational functions in support of the contract and to represent and act for, and in the name of, the company in all contract matters relative to the execution of this contract and shall have "hiring" and "firing" authority for its personnel assigned to support the contract. The program manager will have the sole responsibility and authority for directing the conduct of contractor personnel when contractor personnel are performing tasks or functions associated with this contract.

The contractor shall establish and, upon approval, the PM shall implement a plan for the accomplishment of the work associated with this contract under the *Program Management Plan* as specified in Section 5 of the Statement of Work. In addition, a *Monthly Management Report* will be provided depicting the status and progress of work efforts, schedules, and costs as described in Section 5 of the Statement of Work (Reference Paragraph 5.5 and 5.6)

### **3.3.2 Automated Security System Maintenance and Administration**

The contractor shall provide a System Administrator for the automated security systems used by the SID. The contractor shall provide a program to assure that all system users are trained in the use of the systems and shall provide an audit program to verify the accuracy of data entry. Additionally, the System Administrator shall coordinate maintenance and repair activities for the automated security systems. The Systems Administrator shall also maintain an inventory of the systems, maintain a configuration control file of the systems, and ensure system maintenance, software upgrades, data archiving, and tests are conducted to assure the system is run at peak efficiency and that historical data is not lost.

#### **3.3.2.1 Data Base Maintenance and Management**

The contractor shall assist SID with the management, maintenance, design, review, and update of SID databases (using COTS software products) and shall work with DARPA SID management and staff regarding the content, appearance, functionality, and user interface of the databases. This involves meeting with management and other organizations, surveying users, graphics design, and creation of coding.

Contractor staff assigned to the various functional areas will be required to use and accurately maintain, in a timely manner, the databases provided to them by DARPA.

#### **3.3.2.2 Web-Site Maintenance and Management**

The contractor shall assist SID with the management, maintenance, design, development, review, and update of SID websites. The contractor shall work with DARPA SID management and staff regarding the content, appearance, functionality, and user interface of the sites. This involves meeting with management, surveying users, graphics design, and creation of coding.

### **3.3.3 Subcontractor/Consultant Support to the Contractor**

The contractor shall, as necessary or as directed by the Contracting Officer's Representative (COR), arrange for and provide personnel to support the performance of specialized tasks in support of the DARPA security program through subcontractors and/or consultants. It should be noted that these subcontractor/consultant costs relate to the Other Direct Costs (ODC) CLIN, which is intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.

#### **3.3.4 Administrative Support**

The contractor shall provide administrative support across all functional areas to assure the maintenance of records and files, the preparation and distribution of mail, correspondence, reports, and other documents, and the maintenance of a suspense date file. Administrative support shall be provided for Program Management, the SAPCO, and the SSO. The contractor shall provide fiscal and budgetary support related to the planning and execution of this contract. These efforts include the development, review, analysis, and presentation of budget and inventory documents, tracking of internal and external invoices and purchase orders and other related documents, the conduct and reporting of equipment inventories, updates to and maintenance of financial systems; preparation of ad hoc reports, spreadsheets, charts, graphs, and narratives.

#### **3.3.5 Self-Inspection Program**

The contractor shall assist with implementing and maintaining a DARPA-wide Self-Inspection Program that meets the requirements of DoD Regulation 5200.1, Information Security Program. The development of the program shall include the development and recommendation of an implementation plan and schedule, and upon approval, the use of checklists that can be used to identify inspection areas and record observations and findings. A detailed self-inspection shall be conducted of all DARPA areas on an annual basis. The contractor shall prepare and submit a resulting *Self-Inspection Plan and Outcome Report*. (Reference Paragraph 5.7)

#### **3.3.6 Special Projects, Studies, Assessments, and Analysis**

The contractor shall be required to support special projects, studies, assessments, and analysis on an as required basis. Special projects include such activities as security incident reporting, VIP visits and testing, Visitor Control Center (VCC) and Security Control Center (SCC) activities, security personnel training effectiveness, feasibility studies, needs assessments, special courier, and transportation activities, etc. (Reference Paragraph 5.8 and 5.9)

#### **3.3.7 Security Program Policy and Procedure Development**

The contractor shall remain current on DoD security policy and procedure documents and shall provide a written review on any new or revised policy and procedures that describes the potential impact to the SID security program and that recommends policies and procedures for application to the DARPA Security Program to assure compliance with regulatory guidance. Changes to or new DoD security policy documents shall be reviewed within 30 days of promulgation and brought to the attention of the Director, SID. (Reference Paragraph 5.10)

#### **3.3.8 Operations Security (OPSEC) Program**

The contractor shall assist with sustaining an Operations Security (OPSEC) Program. This shall typically include, when appropriate, developing, recommending, and applying *OPSEC Plans* and

OPSEC measures. The OPSEC process used by the contractor shall include the development of Essential Elements of Friendly Information (EEFI), analysis of threats and vulnerabilities to the activity being considered for the application of OPSEC measures, the assessment of the degree of risk associated with the threats and vulnerabilities, and the weighing of the cost associated with the application of the OPSEC measures against the security benefits gained. When *OPSEC Plans* are developed, they will be submitted to the Director, SID for approval of the plan and for approval of implementation. (Reference Paragraph 5.11)

### **3.3.9 Investigations and Inquiries Support**

Under the supervision and direction of DARPA SID staff, the contractor shall assist in conducting inquiries and investigations relative to security violations and infractions, accidents, criminal acts, and counterintelligence activities. The contractor shall gather and record information relative to an event, and prepare a written report that will be submitted to the Director, SID, or his/her designee. The report shall clearly document the "who, what, where, when, and how" information that is critical to an investigation or inquiry and shall, in the case of classified information, contain the necessary information to prepare and submit a Damage Assessment in accordance with DoD Regulation 5200.1, Information Security. (Reference Paragraph 5.12)

### **3.3.10 Security Program Recordkeeping and Statistical Analysis Reports**

The contractor shall assist with establishing and sustaining a records system relative to the DARPA security program and the security work effort. The system shall comply with DoD records requirements, to include retention schedules, and with requirements mandated by the Privacy Act and the Freedom of Information Act, and other applicable law and regulation. The records shall be the property of DARPA and shall be available for inspection by DARPA representatives at any time. A document outlining the records system, to include the location of the records and the name of the custodian(s) of the records shall be provided to the COR initially within 30 days from contract award and subsequently as changes to the records system occur. The contractor shall, as directed, conduct various statistical analyses and provide various reports regarding the activities and efforts of the various functional areas. (Reference Paragraph 5.13)

### **3.3.11 Meeting Support**

The contractor shall assist in planning, implementing, and hosting security requirements for various DARPA meetings. The contractor shall provide services to assist in developing a security plan tailored for each meeting and coordinating with conference meeting planners and involved personnel. The contractor shall provide minutes of the meetings they host. (Reference Paragraph 5.14)

### **3.3.12 Meeting Attendance**

Various contractor personnel will attend meetings relative to security program work efforts on an as-required basis. The contractor shall provide minutes of the meetings it attends detailing the subject of the meeting, the discussion topics, and required actions arising from the meetings. This shall include attendance at training seminars or classes for which government funds are expended. The contractor shall provide the minutes or "trip report" within 5 days of its completion. Attendance at various meetings may require travel by the contractor support personnel. (Reference Paragraph 5.14)

### **3.3.13 Emergency Management and Response**

The contractor shall be required to participate in emergency management and response to include the provision of written input and recommendations for DARPA's Emergency Plan and the provision of personnel to participate in the DARPA emergency management organization. The input shall include provisions for dealing with man-made (e.g., bomb incidents) and natural threats (e.g., severe weather and fire) and shall address recovery actions should an emergency situation occur. (Reference Paragraph 5.15)

## **4.0 EQUIPMENT, SUPPLIES, APPEARANCE AND CONDUCT, AND WORK AREAS**

### **4.1 Government Furnished Equipment, Facilities, and Supplies**

See Section H.

### **4.2 Personnel Appearance and Conduct**

Employees shall be required to wear appropriate business attire. The contractor shall assure the highest standards in employee appearance. Each employee shall present a business-like and professional appearance. The personal and business conduct of the employees shall be above reproach. Employees will be courteous and respectful in dealing with fellow employees and customers.

### **4.3 Assigned Work Areas**

The contractor personnel shall maintain assigned work areas to be orderly, clean, neat, and in proper repair.

## **5.0 REPORTS AND DELIVERABLES**

The contractor shall be required to submit plans, studies, white papers, reports and other documents, on a scheduled or as-needed basis in furtherance of the DARPA security program. The contractor shall provide the following reports and deliverables IAW in accordance with the requirements below:

### **5.1 Annual Clean-Out Process Plan**

The contractor shall prepare and submit the *Annual Clean-Out Process Plan* within 180 days of contract start. The updates to the Plan shall be provided on an annual basis within 90 calendar days of the anniversary of the contract year. The contractor shall recommend the format and content of the report to the COR for approval before initial submission. (Reference Paragraph 3.1.4.2 above)

### **5.2 Security Containers and Security Area Control Statistical Reporting**

The contractor shall prepare and submit *Security Containers and Security Area Control Statistical Reports* on an as-required basis or as changes occur. The contractor shall recommend the format and content of the report to the COR for approval before initial submission. (Reference Paragraph 3.1.4.3 above)

### **5.3 Master Training Plan**

The contractor shall maintain the *Master Training Plan*, which shall include the Training Needs Analysis, Master Training Requirements List; Training Needs Analysis, Master Training Schedule; and the Required Training Resources List. The Plan shall be provided within 90 days of contract award with annual updates provided within 45 calendar days of the completion of the contract anniversary year. Lesson Plans shall be provided for each class and will be submitted to the DARPA SID staff for approval not less than 30 days prior to the scheduled date for the presentation of the class/training. Lesson Plans will be updated as required to assure compliance with current DARPA and DoD security policy and procedure. The contractor shall recommend the format of the report to the COR for approval before initial submission. (Reference Paragraph 3.1.7, above)

#### **5.4 Contractor Certification of Employee Training**

The contractor shall provide and update the *Contractor's Certification of Employee Training* certifying that each contract employee has received the training outlined within two weeks of hire or being assigned to this contract. The document shall show the employee's date of hire or assignment to contract and the date that the training was completed and shall be signed by the Program Manager for the contract. This report may be in contractor format. (Reference Paragraph 3.1.7.4 above)

#### **5.5 Program Management Plan**

The contractor's initial *Program Management Plan* will be its proposed Technical Approach section (i.e., proposal section covering Section L.8.(c)1. in its Volume I submission), which shall be incorporated into the contract as Attachment Number 3. As changes to the Program Management Plan become necessary, the contractor shall submit a revised plan to the Contracting Officer's Representative (COR) for review. Following the COR's initial concurrence, the revised Program Management Plan will be forwarded to the Contracting Officer for final approval before being incorporated into the contract via modification. Any revised submissions of the *Program Management Plan* shall contain, at a minimum, the information in the sub-paragraphs below. The contractor may recommend revisions to the formatting of any revised plan to the COR for approval before submission of a revised plan. (Reference Paragraph 3.3.1 above)

##### **5.5.1 Management and Execution of Contract Requirements**

This subsection of the plan shall provide information on how the Contractor will manage and execute the tasks/subtasks and reporting under this effort, to include processes, procedures, and a supervision plan that will assure timelessness, quality, cost control, and customer satisfaction of contract requirements in the Statement of Work. This shall include a description of the methods, processes, and metrics that will be used to measure and report performance, work effort and resource utilization and resource needs, measure efficiency and effectiveness, identify anomalies and duplication of effort, and to track success or signal improvement needs in all functional areas as well as cost control, timeliness, quality, and customer service. The methods and processes shall address standards that can be translated to realistic and challenging goals and objectives that can be articulated and measured (e.g. achieve 100% data accuracy in processing visitor and employee badges). Time phased graphics shall be provided to support measurements and planning activities and to depict milestones, significant events, and statistical data. It shall also specifically address how the Contractor will identify, prioritize, plan, and schedule operational activities and how the Contractor resources will be used to accomplish the activities. The Contractor shall describe the methods and processes that will be used to assure accurate and timely reporting of real or potential incidents or problems and to recommend proposed corrective actions and shall describe controls and procedures that will be used to keep overtime at a minimum. The Contractor shall highlight any innovative management practices that it will provide to this effort that promote initiative and demonstrate benefit to the Government, e.g.,

streamlines processes and/or supervision; lowers cost to managing and executing effort; and lowers risk of schedule slips, increased costs, or degraded performance; etc.

The plan shall also discuss its approach and philosophy for effective communication with both its team members (prime, subcontractors, and consultants) and the DARPA requirements office.

The plan shall describe any risks (including but not limited to the transition of contract responsibility between incumbent contractor and its team (if applicable)) associated with the management and execution of the tasks and reporting as well as discuss how those risks can be mitigated.

#### **5.5.2 Staffing Plan/Teaming Arrangements**

Under this part of the Program Management Plan, the Contractor will describe each task/subtask and/or functional area assignments provided by its team (including subcontractors and consultants) within the context of the Statement of Work. This will include a graphic of the team structure denoting the prime contractor and each subcontractor/consultant as well as each organization's tasking and functional area including referencing SOW task/subtask numbers, which organizations will be used for surge requirements/turnover, reporting relationships, and the number of personnel from each organization that will be provided to accomplish taskings for each functional area.

The plan shall describe in detail its ability to quickly respond to the following: temporary surge requirements, staff turnover, and shifting emphasis between work areas or tasks within the statement of work. The plan shall describe any risks associated with the staffing and teaming arrangements and discuss how those risks can be mitigated.

The Contractor shall demonstrate how it will evaluate and reward (if appropriate) the performance of Contractor personnel, including a discussion of any innovative management practices that demonstrate benefit to the Government, e.g., corporate benefits and strategies to retain high performing employees. The plan shall also describe any training and or educational benefits provided to its employees to assure that they remain current in the functional/technical areas and are provided the information, knowledge and skills needed to accomplish their assigned functions.

#### **5.5.3 Corporate Support/Facilities**

In this subsection, the Contractor shall discuss how its corporate philosophy, structure, physical facilities, in-house support staff, and any other features of its operation might enhance or otherwise support the project.

#### **5.6 Monthly Management Reports**

The contractor shall prepare and submit *Monthly Management Reports* within 5 calendar days

after the month being reported to depict the status and progress of work efforts, schedules, and costs as further described below. The contractor shall recommend any other formatting for the report not addressed in this section to the COR for approval before initial submission.  
(Reference Paragraph 3.3.1 above)

- a. Contractor's name and address;
- b. Contract number;
- c. Date of report;
- d. Period covered by report;
- e. Cost curves portraying proposed/initial estimates, actuals, and Estimates to Complete through contract;
- f. Cost incurred for the reporting period and total contractual expenditures as of report date. The format for providing incurred costs shall be in the same format as that provided under Attachment Number 8, Cost Proposal Summary – Format Requirements, in the RFP. Labor costs for Subcontractor and Consultant Personnel (both those in the Contractor's team and that provided under the ODC CLIN) may be shown as a Fully Loaded Labor Rate for each subcontractor and consultant personnel. However, for each subcontractor's fully loaded labor rates a notation shall be provided indicating the fee/profit percentage that is incorporated into each subcontractor rate. Other Direct Costs shall be separated and detailed by cost category (Travel, Material, Maintenance, Consultants, etc). Special Projects shall be detailed separately, if requested. Also note that the cost information from these reports shall be traceable to the invoices;
- g. Cost and technical status of projects and/or equipment directed or approved by the Contract Officer and/or Director, SID. This shall include:
  - For projects, percentage of completion, date project was approved, original start date, estimated milestone and completion dates, explanation for adjustment to milestone and completion dates, projected costs and breakdown of actual costs by component, funds associated with the project, funds remaining, and problems and achievements;
  - For equipment or material, status of order (e.g., in process, date order approved by government, date order placed, expected delivery date), anticipated cost and actual cost, a breakdown of costs by component, to include contractor fees.
- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
- i. Trips and significant results;
- j. Plans for activities during the following period;
- k. A personnel status (authorized, present, vacant) and security clearance status (clearance level and date submitted), and overtime usage;
- l. Staffing Plan and/or Organization Chart
- m. Employee Roster
- n. Projected staffing issues for the next reporting period such as, employee planned absences (sick, vacation, leave of absence, etc.), terminations, resignations, new hires, etc.

#### **5.7 Self-inspection Plan and Outcome Report**

The contractor shall submit an initial *Self-Inspection Plan and Outcome Report* when requested and updates to the plan/report shall be made on an annual basis thereafter. The plan shall include checklists for each functional area and a schedule for self-inspection activities. The Outcome Report section shall contain the results of the self-inspection activity. The contractor shall recommend the format and content of the report to the COR for approval before initial submission. (Reference Paragraph 3.3.5 above)

#### **5.8 Special Projects, Studies, Assessments, and Analysis**

The contractor shall prepare and submit *Special Projects, Studies, Assessments, and Analysis* on an as-required basis. The contractor shall recommend the format and content of the report to the COR for approval at the beginning of an assignment. (Reference Paragraph 3.3.6 above)

#### **5.9 Transportation Security and Test Activity Plans**

The contractor shall prepare and deliver *Transportation Security and Test Activity Plans* on an as-required basis. The contractor shall recommend the format and content of the report to the COR for approval at the beginning of an assignment. (Reference Paragraph 3.3.6 above)

#### **5.10 Reviews of DoD Policy and Procedure Documents**

The contractor shall prepare and submit the *Reviews to DoD Security Policy Document Changes or Revisions* to new DoD security policy documents or changes in policy documents within 30 days from the date the policy is promulgated. The contractor shall recommend the format of the report to the COR for approval before initial submission. (Reference Paragraph 3.3.7 above)

#### **5.11 OPSEC Plans**

The contractor shall prepare, update and maintain *Operations Security (OPSEC) Plan* on an as-required basis. The plan shall contain contractor-developed Essential Elements of Friendly Information (EEFI). The contractor shall recommend the format of the report to the COR for approval before initial submission. (Reference Paragraph 3.3.8 above)

#### **5.12 Investigations and Inquiries Reports**

The contractor shall prepare and submit *Investigations and Inquiries Reports* on an as-required basis. The plan shall contain contractor-developed Essential Elements of Friendly Information (EEFI). The contractor shall recommend the format and content of the report to the COR for approval at the beginning of an assignment. (Reference Paragraph 3.3.9 above)

### **5.13 Contractor's Record System and Statistical Analysis Reports**

The contractor shall prepare and submit a document outlining the *Contractor's Record System* within 30 days of contract award and subsequently as changes to the records system occur. The document will outline the records system, to include the location of the records and the name of the custodian(s) of the records. The records shall be the property of DARPA and shall be available for inspection by DARPA representatives at any time.

The contractor shall, on an as-required basis, conduct various statistical analyses and provide various *Statistical Analysis Reports* regarding the activities and efforts of the various functional areas.

The contractor shall recommend the format and content of the *Contractor's Record System and Statistical Analysis Reports* to the COR for approval at the beginning of the contract for the record system and per assignment for the *Statistical Analysis Reports*. (Reference Paragraph 3.3.10 above)

### **5.14 Meeting Minutes**

The contractor shall prepare and submit *Meeting Minutes* on an as-required basis. The contractor shall recommend the format of the minutes to the COR for approval at the before the associated meeting. (Reference Paragraph 3.3.11 and 3.3.12 above)

### **5.15 Emergency Management**

The contractor shall provide written input and recommendation for DARPA's *Emergency Plan* on an as-required basis. The annex shall include provisions for dealing with bomb threats and bomb incidents and shall address recovery actions should an emergency situation occur. The contractor shall recommend the format to the COR for approval upon initial assignment. (Reference Paragraph 3.3.13, above)

### **5.16 Functional Area Standard Operation Procedures**

The contractor shall prepare and submit the *Functional Area Standard Operating Procedures Report* within 30 days after contract award. The SOP will be kept updated and will be reviewed annually and changes made as approved by the Government. The results of the review and the changes will be provided not later than ten days after the completion of the contract year. The contractor shall recommend the format and content to the COR for approval before providing initial submission.

### **5.17 DARPA Security Manual Updates**

The contractor shall review the DARPA Security Manual within 30 days of contract award to validate its currency and completeness, then every six months thereafter, and provide

recommended changes or additions for inclusion. The contractor shall provide a *Security Manual Update Report* of the review and recommended changes to the Government within ten days after completion of the six-month period.

#### **5.18 Weekly Activity Report**

The contractor shall prepare and submit a *Weekly Activity Report* to be submitted not later than one working day after the completion of the preceding workweek. The report shall highlight significant events and activities during the week and shall include a synopsis of security violations and infractions that occurred during the week. The contractor shall recommend the format to the COR for approval upon initial submission.

#### **5.19 Equipment Reporting**

The contractor shall, in applicable cases, submit the Centrally Reportable Equipment Form, DD Form 1419, to the COR, PCO, and the DARPA Property Officer (DPO).

The contractor shall submit on a quarterly basis or as-required a *Contractor Acquired Property Report* not later than the fifteenth of the month following the quarter being reported. The contractor shall recommend the format to the COR for approval before initial submission.

#### **5.20 Inventory Reports**

The contractor shall maintain a database that will allow computer tracking of property assigned to the project and shall provide an *Initial Inventory of Government Furnished Equipment (GFE)* thirty working days following the award of the contract. The contractor shall also provide an annual *Intermediate Inventory Report* of GFE 30 calendar days prior to the end of each contract year. The contractor shall recommend the format of the database to the COR for approval before initial submission.

The contractor shall provide a *Final Inventory Report* of GFE, ten working days prior to the expiration of the last contract year, or at the direction of the Government.

### **6.0 PLACE OF PERFORMANCE AND TRAVEL**

The work associated with this SOW shall normally be performed at DARPA facilities located in Arlington, VA 22203.

From time to time, the contractor shall perform travel as necessary to accomplish the requirements of this contract. See travel restrictions/requirements in Section H.

## **7.0 DISCLAIMER STATEMENT**

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"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 (DoD) position, policy, or decision unless so designated by other official documentation."

## **8.0 SECURITY**

All Personnel associated with this contract shall have and maintain a DoD "Top Secret" clearance. Personnel assigned to work Special Access Programs (SAP) or Sensitive Compartmented Information (SCI) Programs shall be eligible for, and shall maintain eligibility for, access to those areas. All deliverables associated with this SOW are currently "Unclassified." The contractor shall have a Top Secret Facility Clearance granted by the Department of Defense, Defense Security Service.

## **9.0 PERSONNEL QUALIFICATIONS**

### **9.1 General**

(a) The specific qualifications of all positions are described in paragraphs 9.2 and 9.3 below. On award, all of the contractor's staff, as proposed under this RFP, shall be available for performance (i.e., full-time employment) by the end of the transition period, as described in paragraph F-1, page 39 of this RFP. If for some circumstance beyond the control of the offeror, a proposed employee is not available at time of award, the offeror CANNOT replace that proposed employee with someone less qualified than the employee proposed in response to the solicitation. Failure to comply is justification for termination of the award and the making an award to another offeror.

(b) If Contractor personnel are to be replaced after contract award and after the transition period, the Government will review resumes of Contractor personnel proposed to replace departing personnel. The work history of each Contractor employee shall contain demonstrated experience directly relevant to the tasks and functional areas to be assigned and performed. Personnel proposed for supervisory or management positions shall have a work history of successful performance at this level, in the functional area to be assigned and performed. The COR reserves the right to determine if a given work history contains necessary and sufficiently detailed relevant experience to reasonably ensure the ability for effective and efficient performance. If the COR questions the qualifications or competence of a person working or proposed to work under the contract, the burden of proof to sustain the person is qualified as prescribed herein shall be upon the Contractor. The government has the absolute right to direct the removal of contractor personnel from the contract. Proposed

replacements for all personnel shall be approved by the COR and Contracting Officer prior to their assumption of duties on the contract.

(c) The Contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in this Statement of Work.

## **9.2 Minimum Qualifications**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

(b) Key personnel will be available full time for this contract immediately upon contract award.

### **(c) Citizenship**

All personnel shall be US Citizens.

### **(d) Top Secret Clearance Required**

All personnel performing as direct labor on the contract shall have a minimum of a Top Secret Final OR INTERIM TOP SECRET security clearance prior to commencing work on the contract. Personnel who cannot obtain, or fail to maintain a security clearance will not be allowed to perform duties associated with this solicitation.

### **(e) Special Accesses and Sensitive Compartmented Information**

All key personnel (as described in Paragraph 9.3) and personnel performing functions in Special Access Programs (SAP) and Sensitive Compartmented Information (SCI) programs shall be required to possess a Top Secret Clearance and shall be, and shall remain eligible for SAP and SCI adjudication and access. A Final - Top Secret Clearance is required before personnel can perform under SAP and SCI programs.

### **(f) Use of Computer**

All personnel shall be skilled in the use of a personal computer to the extent that they are capable of producing, in a timely and accurate manner, documents, reports, and charts in Microsoft Word and Microsoft Excel. The contractor shall be required to control and operate computer systems related to word processing, email, access control and monitoring, badging, visitor control and processing, and document control.

(g) Language Fluency and Communication Skills

All personnel shall be fluent in the written and spoken English language, shall have strong people skills, and shall have strong written and oral communication skills.

**9.3 Functional Area Positions (Minimum Requirements)**

The below specifies the requirements for contractor personnel to perform work on the contract. Based on the Government's knowledge of the market at this time, the Government has determined that it is unlikely that any offeror can propose personnel for all 69 FTEs meeting the minimum requirements specified below. Therefore, where a person does not possess the minimum requirements that are detailed, but there is a combination of relevant experience, training, and/or education that otherwise demonstrates the person possesses the capabilities/skills necessary to perform the work, the person may be deemed acceptable upon approval of the contracting officer and the COR. If market conditions change, the Government intends, after giving notice to the contractor, that strict adherence to the specified minimum requirements will be required by the contractor for replacement personnel.

**PROGRAM MANAGER (Key Personnel)**

Requires a Bachelor's degree with ten (10) years qualifying, related experience. Five (5) years of this experience shall be in the direction and management of Government funded programs in industry or within government entities, with 20 or more individuals under their cognizance.

The candidate shall have the capability and demonstrated successful experience in planning, budgeting, recruiting, directing, coordinating, scheduling, and supervising the activities of professional security personnel to complete tasks relating to the provision of a multi-faceted security program in a classified environment, preferably at a research and development activity. Qualifying, relevant experience for program management includes demonstrated recent experience in managing a multi-disciplined security contract or organization that provides security support to a federal entity or private corporation in a classified environment.

**DEPUTY PROGRAM MANAGER (Key Personnel)**

Requires a Bachelor's degree with eight (8) years qualifying, related experience. Four (4) years of this experience shall be in the direction and management of Government funded programs in industry or within government entities, with 10 or more individuals under their cognizance. The candidate shall have the capability and demonstrated successful experience in planning, budgeting, recruiting, directing, coordinating, scheduling, and supervising the activities of professional security personnel to complete tasks relating to the provision of a multi-faceted security program in a classified environment, preferably at a research and development activity. Qualifying, relevant experience for project management includes demonstrated recent experience in managing a multi-disciplined security contract or organization that provides security support to a federal entity or private corporation in a classified environment.

**FUNCTIONAL AREA LEADS/SUPERVISORS (Key Personnel)**

Requires a Bachelor's degree with four (4) years qualifying, related experience. Two (2) years of this experience shall be in the direction and management of Government funded programs in industry or within government entities, with 5 or more individuals under their cognizance.

The candidate shall have the capability and demonstrated successful experience in planning, directing, coordinating, scheduling, and supervising the activities of professional security personnel to complete tasks relating to the specific functional area to be assigned, in a classified environment and preferably at a research and development activity. Qualifying, relevant experience includes demonstrated recent experience in managing a similar functional area on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

**PLANS, POLICIES, AND PROCEDURES SPECIALIST (Key Personnel)**

Requires a Bachelor's degree in Criminal Justice, Business, or a related field and five (5) years of specialized experience in performing preparing plans, policies, and procedures work in a DoD security environment and in accordance with DoD policies and directives.

Candidate shall have skill in obtaining, analyzing, and evaluating DoD directives and requirements in order to develop plans, policies, and procedures that make comparisons among alternatives or to make recommendations for corrections or improvements in processes, operations, or policies that support the DARPA and SID mission. The candidate shall also have the ability to analyze and prepare plan implementation documents, identify problems, and present possible solutions as well as very strong verbal and written communication skills.

**SECURITY TRAINING SPECIALIST (Key Personnel)**

Requires a Bachelor's degree in a teaching field, Administration of Justice, Business Administration or related field, and four (4) years of related experience or no degree and six (6)

years related experience, or a combination of education and experience that would normally be obtained through relative experience.

The candidate shall possess a thorough knowledge of DoD security policies and regulations and training requirements. Shall have excellent oral and written communications and inter-personnel skills. Shall have successfully demonstrated experience in conducting training and in the development of security training and education programs, to include the conduct of training needs assessments. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

### **INTERNATIONAL SECURITY SPECIALIST**

Requires an Associate's degree in Administration of Justice, Business Administration or related field with two (2) years of related experience or no degree with a minimum of four (4) years experience in international security.

The candidate shall have the capability and demonstrated successful experience in performing international security activities. This includes determining the appropriateness of the disclosure of information to foreign entities in accordance with National Defense Disclosure Policy, determining appropriate security agreements related to such release, and assuring that appropriate security provisions for the protection of information is included in such agreements. It also includes experience in Committee on Foreign Investment in the United States (CFIUS) case processing, oversight and monitoring of the foreign national visit and exchange program. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

### **PERSONNEL SECURITY SPECIALIST**

Requires an Associate's degree in Administration of Justice, Business Administration or related field with two (2) years of related experience or no degree with a minimum of four (4) years experience in personnel security.

The candidate shall have the capability and demonstrated successful experience in performing personnel security activities. This includes determining the suitability of personnel for clearances and processing personnel for personnel security clearances by the collection of personal history data, the review of the information collected, the coordination of appropriate background investigations with appropriate agencies and the maintenance of personnel security files. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

**INTELLIGENCE ANALYST**

Requires a Bachelor's degree and a minimum of five (5) years relevant experience or no degree and six (6) years related experience, or a combination of education and experience that would normally be obtained through relative experience.

The candidate shall have the capability and demonstrated successful experience in performing intelligence analysis activities. This includes determining essential elements of information, and conducting activities to detect, identify, assess, exploit, and counter or neutralize hostile intelligence collection, sabotage, and terrorist activities. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides such support to a federal entity or private corporation in a classified environment

**INFORMATION SECURITY SPECIALIST**

Requires an Associate's degree in Administration of Justice, Business Administration or related field with two (2) years of related experience or no degree with a minimum of four (4) years experience in information security.

The candidate shall have the capability and demonstrated successful experience in performing information security activities. This includes determining appropriate classification and declassification of material, the development and preparation security classification guides, the review of material to determine the appropriateness of release to the public, determining and applying appropriate classification markings, and developing and implementing programs for controlling and destroying classified and controlled unclassified information. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

**PROGRAM SECURITY REPRESENTATIVE**

Requires a Bachelor's degree in Administration of Justice, Business Administration, or in a related field, and four (4) years of related experience or no degree and six (6) years of related experience. (See Paragraphs 3.2.1.2 and 3.2.1.3)

The candidate shall possess and have successfully demonstrated technical competence, excellent oral and written communication skills, and the interpersonal/people skills necessary to determine and implement the proper and effective security policy and procedure for the protection of classified information at the program level for collateral, SAP, or SCI efforts. Qualifying, relevant experience includes demonstrated recent experience in successfully performing as a program security representative (or similar title) for one or more programs on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

**INFORMATION ASSURANCE SPECIALIST**

Requires a Bachelor's degree in Administration of Justice, Business Administration or related field with the years of relevant experience as specified for an IAT Level III in DoD Manual 8570.1-M or no degree with a minimum of seven (7) years of relevant experience.

The candidate shall have the capability and demonstrated successful experience in performing information assurance activities as specified in Task 3.1.3. The relevant experience shall be obtained by performing the functional requirements of an IAT Level III as detailed in DoD Manual 8570.1-M.

**INDUSTRIAL SECURITY SPECIALIST**

Requires an Associate's degree in Administration of Justice, Business Administration or related field with two (2) years of related experience or no degree with a minimum of four (4) years experience in industrial security.

The candidate shall have the capability and demonstrated successful experience in performing industrial security activities. This includes determining appropriate security requirements, the development and preparation of the DD Form 254, Contract Security Classification Specification, the coordination and preparation of National Interest Determinations, the coordination and granting of facility security clearances, and the conduct and oversight of compliance verifications visits. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

**SYSTEM ADMINISTRATOR**

Requires a Bachelor of Science/Arts degree in computer science or a related engineering, scientific, technical or business management discipline and four (4) years of related experience, or no degree and six (6) years related experience, or a combination of education and experience that would normally be obtained through relative experience.

The candidate shall have the capability and demonstrated successful experience in performing system administrator and web-master activities. This includes determining appropriate database and web-site technical requirements, training system users, verifying accuracy and completeness of data entered, assisting in the development of design of databases and web-sites, coordinate maintenance and repair activities for computer systems, to include identifying and recommending hardware and software upgrades and configuration and performing other tasks to assure peak efficiency of the systems. Qualifying, relevant experience includes demonstrated recent experience in performing such functions on a contract or in an organization that provides security support to a federal entity or private corporation in a classified environment.

## **SECURITY ADMINISTRATIVE ASSISTANT**

Associate's degree in a management, business, or accounting discipline from an accredited college or university is required or no degree and six (6) years related experience, or a combination of education and experience that would normally be obtained through relative experience. A minimum of two years shall be directly related to the requirements of the functional area to be performed.

### **10.0 NON-DISCLOSURE AGREEMENT REQUIREMENTS**

The Non-Disclosure Agreement (NDA) attached to Amendment 0003 of the RFP must be executed for all contractor support personnel (including prime, subcontractor, and consultant personnel) working under this effort. The NDAs must either be provided before the effective date of the contract or prior to a contractor support personnel's first day working under the contract.

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:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement
252.246-7000	Material Inspection And Receiving Report

APR 1984  
MAR 2003

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-JUL-2006 TO 26-JUL-2007	N/A	DARPA ROBERT COPELAND ATTN: SID 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714 703 526 6631 FOB: Destination	HR0011
0002	POP 27-JUL-2006 TO 26-JUL-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0003	POP 27-JUL-2007 TO 26-JUL-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0004	POP 27-JUL-2007 TO 26-JUL-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0005	POP 27-JUL-2008 TO 26-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0006	POP 27-JUL-2008 TO 26-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0007	POP 27-JUL-2009 TO 26-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0008	POP 27-JUL-2009 TO 26-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0009	POP 27-JUL-2010 TO 26-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0010	POP 27-JUL-2010 TO 26-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

- (a) The base effort (CLIN 0001 and 0002) of the contract commences on 27 JUL 2006 and continues through 26 JUL 2007.\*
- (b) If Option I is exercised, the period of performance for CLINs 0003 and 0004 shall commence on 27 JUL 2007 and continue through 26 JUL 2008.
- (c) If Option II is exercised, the period of performance for CLINs 0005 and 0006 shall commence on 27 JUL 2008 and continue through 26 JUL 2009.
- (d) If Option III is exercised, the period of performance for CLINs 0007 and 0008 shall commence on 27 JUL 2009 and continue through 26 JUL 2010.
- (e) If Option IV is exercised, the period of performance for CLINs 0009 and 0010 shall commence on 27 JUL 2010 and continue through 26 JUL 2011.

\*If the awardee under this acquisition is not the incumbent, the first month of the base period of performance will be considered the transition period. It is anticipated that both the incumbent and the new awardee will be under contract for the transition period. The awardee and the Government, prior to performance, will discuss a mutually beneficial plan for the smooth transition of the work from the incumbent to the awardee.

(end of clause)

F-2 Reports and Other Deliverables

Delivery of all reports and other deliverables shall be made to the persons specified in F-3 entitled "Report Distribution" in accordance with the format, delivery method, schedule/frequency, and other requirements provided in Section C.5.

(end of clause)

F-3 Report Distribution

(a) DARPA/SID

Attn: Neva Gartrell, ADPM  
3701 North Fairfax Drive  
Arlington, VA 22203-1714  
Email: [Neva.Gartrell@darpa.mil](mailto:Neva.Gartrell@darpa.mil)  
(one copy each report)

(b) DARPA/SID

Attn: Robert Copeland, Contracting Officer's Representative (COR)  
3701 North Fairfax Drive  
Arlington, VA 22203-1714  
Email: [jb.Copeland@darpa.mil](mailto:jb.Copeland@darpa.mil)  
(one copy each report)

(end of clause)

**F-4 Notice Regarding Late Delivery**

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

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 9760400 1320 W079 P6520 2525 DPAC 6 5312 S12136 62304E  
AMOUNT: \$3,790,010.00  
CIN 00000000000000000000000000000000: \$3,790,010.00

AB: 9760400 1320 W079 P6M30 2525 DPAC 6 5312 S12136 62303E  
AMOUNT: \$1,215,772.00  
CIN 00000000000000000000000000000000: \$1,215,772.00

## CLAUSES INCORPORATED BY FULL TEXT

## G-1 Procuring Office Representative

(a) The Procuring Office Representative is Wade Wargo, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4815, e-mail: Wade.Wargo@darpa.mil.  
(end of clause)

## G-2 Electronic Submission of Payment Requests

(a) A cost voucher identified by contract number shall be submitted for payment directly via the Internet to Wide Area WorkFlow Receipt and Acceptance at <https://wawf.eb.mil>

(b) Final cost vouchers shall be submitted for review and approval to DCAA:

DCAA Fairfax Branch Office  
171 Elden Street  
Herndon, Virginia 20170-4810  
Telephone (703)735-8220  
Facsimile (703)735-3733

(end of clause)

## G-3 Delegation of Authority for Contract Administration

(a) DCMA Virginia (S2404A) is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with the items under FAR 42.302(a) and DFARS 242.302(a).

(end of clause)

## G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR): Robert Copeland, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 526-6631, e-mail: jb.Copeland@darpa.mil. Such technical direction includes those

instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Alternate/Backup COR is: Judy Baron, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (571) 218-4370, e-mail: Judy.Baron@darpa.mil.

- (b) Technical direction shall not include any direction which:
- (1) Constitutes additional work outside the scope of work;
  - (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or
  - (4) Changes any of the stated terms, conditions, or specifications of the contract.
- (end of clause)

**G-5 Payment Instructions for Multiple Accounting Classification Citations**

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

**G-6 Incremental Funding**

- (a) CLIN 0001 of this contract shall be subject to incremental funding with \$4,426,565.00 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 31 DEC 2006. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$4,426,565.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
- (b) CLIN 0002 of this contract shall be subject to incremental funding with \$579,217.00 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 31 DEC 2006. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$579,217.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
- (end of clause)

**G-7 Payment of Cost and Fee**

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

- (1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".
- (2) A base fee in the amount set forth as "Base Fee" in Section B. The Contractor may bill on each invoice the amount of the base fee bearing the same percentage to the total base fee as the amount of cost billed bears to the total estimated cost.
- (3) Award Fee will be determined and payable in accordance with the Award Fee Plan in Attachment Number 1.

(end of clause)



Plans, Policies, Procedures Specialist (K)	(b)(4)
Security Training Specialist (K)	

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

#### H-5 Restrictions on Printing

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

#### H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 04 MAR 2006 are incorporated herein by reference.

#### H-7 Insurance Schedule

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

#### H-8 Travel

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

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

(c) The following items shall not be charged as a direct cost under this contract:

- (1) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35, or
- (2) the following travel costs:
  - travel at U.S. Military Installation where Government transportation is available,
  - travel performed for personal convenience/errands,

- commuting to and from work,
- daily onsite parking, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

(e) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

#### H-9 Government Furnished Property/Facilities and Services

(a) In accordance with the Section I contract clause entitled "Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts)", the following property, facilities and/or services shall be provided for use in the performance of this contract.

(b) The Government will provide office space for the direct labor categories assigned to this contract, as defined in Section C.9.3.

(c) The Government will furnish each individual assigned to tasks under the contract proper identification (access badge) to allow entry to and departure from Government facilities.

(d) The Government will furnish workspace and equipment (e.g., personal computers, telephones, miscellaneous office supplies) suitable for the performance of the contract to on-government-site contractor personnel.

(e) The Government will provide cellular phones and Blackberry devices as well as those device's subscription services to contractor personnel on an as-required basis, as determined by the Contracting Officer's Representative.

(f) The Government will provide the contractor with any preexisting documentation as Government-furnished information (GFI). The Government will retain ownership of all GFI provided to the contractor, and will assume ownership of all documentation and deliverables submitted to the Government by the contractor in performance of the contract.

(g) The accountability of the Government Furnished Property described in Attachment Number 2 will be transferred to this contract at date of award.

#### H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

(b)(4)

A large rectangular area of the document has been redacted with a solid grey fill, obscuring the names of the firms and consultants mentioned in item (b)(4).

(b)(4)



(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph 1.

#### H-11 Small Business Subcontracting Plan and Goals

The Contractor's Small Business Subcontracting Plan, dated 16 MAR 2006, is incorporated herein and made a part of this contract by reference.

#### H-12 Organizational Conflict of Interest

(a) Purpose: The primary purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related 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) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.

(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, cosponsor, joint venturer, consultant, or in any similar capacity.

The Government has determined that as a result of this award an organizational conflict of interest has been created and therefore, the Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which involved:

- 1) Informational technology support for DARPA's Office of Management Operations;
- 2) Informational Assurance Support for DARPA's Office of Management Operations;
- 3) Scientific & Engineering Technical Assistant (SETA) for any of DARPA's Technical/Program Offices;
- and
- 4) DARPA-funded Research and Development contracts, grants or other transactions.

(c) Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. 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 conflict or interest as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflict(s).

(e) Remedies and Waiver

(1) For breach of any of the above restrictions or for nondisclosure 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 therefore), subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government 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 Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

(f) Modification: Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

H-13 Removal From Project Access

(a) When employees are removed from positions, for any reason, the Contractor shall:

- (1) Revoke all access authorizations
- (2) Retrieve all specific keys and badges
- (3) Change the combinations on all locks to which the employee had access
- (4) Review the employee's obligations to the organization
- (5) Notify appropriate DARPA security officials of the removal action.

(b) For all access terminations, the Contractor shall:

- (1) Follow the Checklist for Employee Termination
- (2) Assure that the departing employee either completes all assigned tasks or briefs the replacement on the requirements and status of ongoing tasks
- (3) Determine the employee's access termination date
- (4) Immediately notify the assigned SID Systems Manager(s) if access termination is for cause and request an immediate revocation of access
- (5) Complete the Manager's Checklist for Employee Termination and forward the checklist to the Project Manager
- (6) Review with employee their obligation to protect related data
- (7) Assure that the employee completes the Access Termination Statement.

H-14 Security Requirements

The security requirements for this contract are specified in Section C.8.

## 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	JUL 1995
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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
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
52.216-11	Cost Contract--No Fee	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
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
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	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
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005

252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

##### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

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

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

[http://farsite.hill.af.mil/farsite\\_script.html](http://farsite.hill.af.mil/farsite_script.html) and <http://www.arnet.gov/far/>.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any \_\_\_\_\_ *[insert regulation name]* (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES
Attachment 1	Award Fee Plan	12
Attachment 2	Government Furnished Property	21
Attachment 3	Program Management Plan (PMP) (Note: Page "42" to Attachment 3 is an addendum reflecting Amd 0004 Personnel Revisions to PMP)	42
Attachment 4	DD 254-Contract Security Classification Specification	15
Attachment 5	Wage Determination 94-2103	9

# **AWARD FEE PLAN**

**For**

**Contractor Support Services  
for the Office of Management Operations/  
Security and Intelligence Directorate of DARPA**

**Beta Analytics, Inc.**

**Date Approved: 13 FEB 2006**

**Approved By: Fee Determination Official**

## A. INTRODUCTION

1. This plan covers the administration for the award fee provisions of the contract for: Contractor Support Services for the Office of Management Operations/Security and Intelligence Directorate of DARPA. It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government. The Fee Determining Official (FDO) may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

Contract No. HR0011-06-C-0127

With: Beta Analytics, Inc.

2. This document outlines the process for evaluating adherence with the Statement of Work (SOW) and identifies how award fee under the contract will be apportioned. Evaluation management will be accomplished through a four-step approach, which will measure, examine, correct and continually improve the services provided by the Contractor. The following outlines each step of the SOW management process. These steps will be implemented immediately upon contract award.

Step 1: Measure, Gather & Report Data for relevant SOW tasks

Meet SOW Standard of performance as stated in SOW  
Meet SOW mandated deadlines/standards

Step 2: Examine Results

Program effectiveness to include:

- a. Adverse impacts on programs, if any
- b. Initiatives that improve program effectiveness

Step 3: Recommend Corrective Action

Identification of non-conformance to SOW  
Creation of Corrective Action Plan

Step 4: Continuous Improvement

Implementation/effectiveness of Improvements  
Implementation/Effectiveness of Corrective Action Plan

By implementing this process, DARPA will institutionalize a problem-solving organizational structure, and encourage a pervasive mindset of continuous improvement. The entire process will be repeated in an iterative cycle, which may generate new standards,

requirements, or changes to existing ones, while maintaining the ultimate goal of mirroring DARPA's management philosophy.

The Government reserves the right to engage independent contractors to monitor, investigate and evaluate contractor performance. The government, or its designees, will conduct periodic, unannounced audits in support of the data gathering process.

Any Award Fee not earned in an award period may be rolled over at the discretion of the Fee Determination Official (FDO) to the next award period.

## **B. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION**

The following organizational structure is established for administering the award fee provisions of the contract. Note that this structure is subject to change at the discretion of the Government.

### **1. Fee Determination Official (FDO)**

a. The FDO is the Director of Office of Management and Operations (OMO), Defense Advanced Research Projects Agency (DARPA). The FDO reserves the right to consult advisors in addition to those named in this document without notifying the contractor.

b. Primary FDO responsibilities are:

- (1) Determining the award fee earned and payable for each evaluation period.
- (2) Approving the Award Fee Plan and any significant changes.

### **2. Award Fee Board (AFB)**

a. The Award Fee Board is made up of the following members:

- Deputy Director of Office of Management and Operations (OMO), Chairperson,
- Assistant Director, Program Management (ADPM) for OMO,
- Contracting Officer (CO),
- Primary or Backup Contracting Officer Representative (COR),
- Director of Security and Intelligence Directorate, and
- Non-voting advisor: Legal,
- Non-voting Award Fee Coordinator

b. Primary Award Fee Board Members' Responsibilities are:

- (1) Evaluate contractor performance based on recommendations provided by Subject Matter Experts (SMEs) and other personnel, as appropriate.

- (2) Make earned award fee recommendations to be presented to FDO
- (3) May also recommend changes to the Award Fee Plan.

3. **Subject Matter Experts (SMEs)**

- a. Subject Matter Experts will be assigned to report to the Award Fee Board on the contractor's compliance with the SOW tasks and the established performance standards during the period. SME assignments may be changed at any time without notice to the contractor. The Government reserves the right to consult independent contractors to assist and conduct performance evaluation.
- b. Primary SME performance monitoring responsibilities are:
  - (1) Monitoring, evaluating and assessing contractor performance in assigned areas.
    - (a) SMEs will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. This will enhance contractor receipt of information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.
    - (b) SMEs will discuss the results with the Government COR and Award Fee Coordinator (AFC), as appropriate, noting any observed deficiencies and/or accompanying recommendations.
    - (c) SMEs will avoid any activity or association which might cause, or give the appearance of causing, a conflict of interest.
    - (d) SME discussions with contractor personnel are not to be used to instruct, to direct, to supervise, or as an attempt to control these personnel in the performance of the contract. The role of the SME is to monitor, assess, and evaluate, not to manage the contractor's effort.
  - (2) Periodically SMEs will be prepared to make verbal reports as required by the AFB or FDO.
  - (3) Recommending to the FDO, through the COR, appropriate changes in this plan for consideration.

4. **Award Fee Coordinator (AFC)**

- a. The AFC may also be the Contracting Officer's Representative (COR).
- b. The AFC is the official of the Defense Advanced Research Projects Agency (DARPA) who handles administrative actions required by the AFB and FDO in order to assure smooth operation of the Award Fee Plan and that the overall

evaluation process is conducted in accordance with current DARPA policies and practices. These AFC duties include:

- (1) Assuring SME evaluation reports and contractor self evaluations are provided on time and are made available to the AFB and FDO,
- (2) Coordinating and arranging the AFB meetings,
- (3) Taking notes during AFB meetings and preparing the AFB's recommendation reports,
- (4) Preparing the FDO's official correspondence on the fee determination to the contractor's general management, and
- (5) Coordinating the development of and changes to the Award Fee Plan.

c. The AFC will assure that each SME receives the following:

- (1) A copy of the contract and all modifications.
- (2) A copy of this plan along with any subsequent changes thereto.
- (3) Appropriate orientation and guidance.
- (4) Specific instructions applicable to SME-assigned performance areas.

d. The AFC shall provide to the Contractor information pertaining to adverse items or areas of poor performance to afford the Contractor an opportunity to clarify possible misunderstandings and to correct or resolve deficiencies.

### **C. METHOD FOR DETERMINING AWARD FEE**

A determination of the award fee earned for each evaluation period will be made by the FDO after the end of the period. The method to be followed in monitoring, evaluating, and assessing contractor performance during the period, as well as for determining the award fee earned, is described below.

1. SMEs will monitor, evaluate, and assess contractor performance.
2. SMEs provide Performance Evaluation Reports assessing the contractor's performance to the COR and AFC. The written reports shall be briefed to the COR.
3. SMEs provide verbal presentations to the AFB or FDO, as requested.
4. As appropriate, the AFB or FDO may request and obtain performance information from other units or personnel normally involved in observing contractor performance.
5. The contractor will conduct and submit a self-evaluation to the AFC and FDO or their designated representative, 15 days after the end of a period.

6. Approximately 21 days after the end of a period, the COR or his/her designate will meet with the contractor and discuss preliminary findings and recommendations. As requested by the COR, SMEs and other personnel involved in performance evaluation will attend the meeting and participate in discussions. At this meeting, the contractor will be given an opportunity to submit or respond to any additional matters.

7. Approximately 30 days after the end of the evaluation period, the AFC will convene the Award Fee Board to discuss the award fee with the Board Members and other personnel, as appropriate. At the request of the FDO, the contractor may present its self-evaluation to the Award Fee Board. The AFB and FDO will consider the contractor's self evaluation, information from the SME's, and other performance information identified in paragraph 3 when making a recommendation to the FDO for the contractor's earned award fee. If requested by the FDO, other personnel involved in performance evaluations may be required to attend the meeting. The Board will issue an Award Fee Recommendation Report to the FDO.

8. The FDO, in coordination with the Contracting Officer, will determine the amount of award fee earned during the period within the guidelines specified herein. The FDO's determination of the amount of award fee earned and the basis for this determination will be stated in the Award Fee Determination Report (AFDR). The report will be signed by the FDO and forwarded to the Contracting Officer to be provided to the Contractor for attachment to its voucher requesting payment of the award fee.

**D. AWARD FEE EVALUATION CATEGORIES & CRITERIA**

**1. Categories of Performance and Weights**

The award fee evaluation areas and their respective weights are shown below:

SOW SECTION	EVALUATION CATEGORIES *	WEIGHTS
3.1	Security Operations	30 %
3.1.1	Counterintelligence Support	
3.1.2	Industrial Security Program	
3.1.3	Information Assurance (IA)	
3.1.4	Information Security Program	
3.1.4.1	Classification Management	
3.1.4.2	Document Control Program	
3.1.4.3	Security Container and Security Area Control	
3.1.5	International Security Program	
3.1.6	Personnel Security	
3.1.7	Security Education, Training, and Awareness Program	
3.1.7.1	Education and Training Presentations	
3.1.7.2	Newcomer, Initial and Recurring Indoctrination and Briefing	
3.1.7.3	Automated Information Systems (AIS) Indoctrination and Briefing	
3.1.7.4	SID Contractor Personnel Training	
3.1.8	Technical Security	
3.2	Program Security	30 %
3.2.1	Program Security Support	
3.2.1.1	Special Access Program Central Office (SAPCO) and Special Security Office (SSO)	
3.2.1.2	Staffing of SAPCO and SSO and Program Security Support	
3.2.1.3	Program Security Representatives	
3.3	Security Program Planning and Execution	40 %
3.3.1	Program Management	
3.3.2	Automated Security System Maintenance and Administration	
3.3.2.1	Data Base Maintenance and Management	
3.3.3.2	Web-Site Maintenance and Management	
3.3.3	Subcontractor/Consultant Support to the Contractor	
3.3.4	Administrative Support	
3.3.5	Self-Inspection Program	
3.3.6	Special Projects, Studies, Assessments, and Analysis	
3.3.7	Security Program Policy and Procedure Development	
3.3.8	Operations Security (OPSEC) Program	
3.3.9	Investigations and Inquiries Support	
3.3.10	Security Program Recordkeeping and Statistical Analysis Reports	
3.3.11	Meeting Support	
3.3.12	Emergency Management and Response	
Total Weight		100%

## 2. Evaluation Criteria

The evaluation categories and criteria are intended to cover all tasks and subtasks in the Statement of Work. A subtask will not be considered in an evaluation period if no work under that subtask was assigned and/or performed. While all tasks and subtasks will be considered, the weighting provided on the previous page and the standards of performance listed in paragraph 3 below will only be applied at the 3.1, 3.2, and 3.3 level. Any other requirements not provided in Section 3.1, 3.2, and 3.3 of the Statement of Work will be evaluated as it relates to the performance of these three evaluation areas.

The following evaluation criteria will be used in measuring the standard of performance for each category of performance.

- a. Has the contractor met established expectations for security program planning, execution support established in Section 3.3 of the SOW?
- b. Were all authorized support positions filled and vacancies filled within 30 days?
- c. Were recommendations provided to the government concerning the efficient use and organization of personnel?
- d. Does the contractor's staff hold the proper clearance level, eligibilities for appropriate accesses, and meet all of the operational requirements or were these requirements waived?
- e. Does the contractor's staff meet the requisite education, experience, certifications and technical competence as outlined in Section 9 – Personnel Requirements of the SOW or were these requirements waived?
- f. Has the contractor established and maintained the necessary processes/procedures to recognize, categorize, and record errors/failures?
- g. Are procedures in place to improve processes and training in reaction to identified errors/failures?
- h. Are required records up to date, sufficient to show compliance with applicable contract requirements/regulations and allow for prompt response to record requests?
- i. Has the contractor met established expectations for initiative, innovativeness, cost effectiveness, and customer relations?
- j. Has the contractor effectively communicated both internally and externally and both written and orally?

- k. Has the contractor met established expectations for the equipment, supplies and work areas, established in Section 4.0 of the SOW?
- l. Has the contractor submitted the plans, studies, white papers, reports and other documents, as scheduled or as needed/directed in furtherance of the DARPA security program and in accordance with the contract data requirements list (CDRL)?
- m. Has the contractor met/maintained all of the security requirements established in Section 8 of the SOW?

3. **Standards of Performance**

These standards of performance or performance grades will be used, in conjunction with the categories of performance, weights, and evaluation criteria, in determining whether and to what extent the Contractor has earned or may be entitled to receive any award fee.

- a. Excellent performance – Contractor performance of virtually all SOW task requirements is uniformly well above standard and exceeds the standard by a substantial margin in numerous significant tangible or intangible benefits to the Government (i.e., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). There are few problems; and management has initiated effective corrective action whenever needed.
- b. Very good performance – Contractor's performance of most SOW task requirements is uniformly well above standard and exceeds the standard in many significant areas. Although some areas may require improvements, these are minor and are more than offset by better performance in other areas. Few, if any, recurring deficiencies have been noted in the Contractor's performance and the contractor has demonstrated/taken satisfactory corrective action. Innovative management actions have resulted in tangible or intangible benefits to the Government (i.e., improved quality, responsiveness, increased quantity, increased timeliness, or generally enhanced effectiveness of operations).
- c. Good performance – Contractor's performance of most SOW task requirements meets the standard, and it exceeds the standard in several significant areas. While the remainder of the contractor's effort generally meets SOW requirements, areas requiring improvement are more than offset by better performance in other areas. Management actions taken or initiated have resulted in some demonstrated benefits to the Government (i.e., improved quality, responsiveness, timeliness, or effectiveness of operations).
- d. Marginal performance – Contractor's performance meets most SOW standards. Although there are areas of good or better performance, these are more or less offset by lower rated performance in other areas. Little additional tangible benefit is observable due to contractor effort or initiative.

- e. Sub-marginal performance – Contractor performance is below standard in several areas. Contractor performance in accordance with requirements is inconsistent. Quality, responsiveness, timeliness, and/or economy in many areas require attention and action. Corrective actions have not been taken, or are ineffective. Overall sub-marginal performance shall not be given award fee.

- f. Performance grades will be converted to percentages of award fee payable as follows:

Performance Grades	Percent of Award Fee Payable for Evaluation Period
Excellent	95% to 100%
Very Good	80% to 94%
Good	21% to 79%
Marginal	0 % to 20%
Sub-marginal	0%

#### **E. CHANGES IN PLAN COVERAGE**

##### **1. Right to Make Unilateral Changes**

Any matters covered in this plan not otherwise requiring mutual agreement under the contract, may be changed via a unilateral contract modification by the Contracting Officer. The changes will be made before the start of the applicable evaluation period.

##### **2. Method for Changing Plan Coverage**

a. Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend changes in plan coverage with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the AFC for consideration and drafting.

b. Prior to the end of each evaluation period, the AFC will submit changes applicable to the next evaluation period for approval by the FDO with appropriate comments and justification, or inform the FDO that no changes are recommended for the next period.

c. The FDO will notify the Contracting Officer before the beginning of the next evaluation period what changes, if any, are to be applied and the Contracting Officer will make the changes via a unilateral contract modification as stated in paragraph one above. If the contractor is not provided with this modification before the beginning of the next period, the existing plan coverage will continue in effect for the next evaluation period. The changes may be provided by facsimile.

## F. CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process on a prorated basis. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

## G. AWARD FEE ALLOCATION BY EVALUATION PERIODS

The award fee earned by the contractor will be determined at the completion of evaluation periods shown below. The percentage and dollars shown corresponding to each period is the maximum available-award-fee amount that can be earned during that particular period.

Base Effort		
Evaluation Period*	Duration**	Available Award Fee***
First	First 3-months	\$169,014.25
Second	Second 3-months	\$169,014.25
Third	Third 3-months	\$169,014.25
Fourth	Fourth 3-months	\$169,014.25
	TOTAL	\$676,057.00

Option I Effort		
Evaluation Period*	Duration**	Available Award Fee***
First	First 3-months	\$175,775.50
Second	Second 3-months	\$175,775.50
Third	Third 3-months	\$175,775.50
Fourth	Fourth 3-months	\$175,775.50
	TOTAL	\$703,102.00

Option II Effort		
Evaluation Period*	Duration**	Available Award Fee***
First	First 3-months	\$182,367.25
Second	Second 3-months	\$182,367.25
Third	Third 3-months	\$182,367.25
Fourth	Fourth 3-months	\$182,367.25
	TOTAL	\$729,469.00

Option III Effort		
Evaluation Period*	Duration**	Available Award Fee***
First	First 3-months	\$188,750.75
Second	Second 3-months	\$188,750.75
Third	Third 3-months	\$188,750.75
Fourth	Fourth 3-months	\$188,750.75
	TOTAL	\$755,003.00

Option IV Effort		
Evaluation Period*	Duration**	Available Award Fee***
First	First 3-months	\$194,880.50
Second	Second 3-months	\$194,880.50
Third	Third 3-months	\$194,880.50
Fourth	Fourth 3-months	\$194,880.50
	TOTAL	\$779,522.00

\* Any Award Fee not earned in any award period may be rolled over at the discretion of the Fee Determination Official (FDO) to the next award period. The contractor will be notified of such changes, if any, in writing by the CO before the relevant period is started and the award-fee plan will be modified accordingly. Subsequent to the commencement of a period, changes may only be made by mutual agreement of the parties.

\*\* Dates will be stipulated at time of contract award.

\*\*\* Percentages will be converted to and expressed in dollars at time of contract award.

Physical Security Inventory					
Item Description	Make	Model	Serial Number	Number of Items	Location
Compass	Forestry	N/A	0805001715121	1	418
39 Piece Bit Set	N/A	N/A	N/A	1	418
Screw Drivers:	N/A	N/A	N/A	1	418
PH TX60	N/A	N/A	N/A	1	418
PH DX50	N/A	N/A	N/A	1	418
PH DX40	N/A	N/A	N/A	1	418
3.0X60	N/A	N/A	N/A	1	418
2.0X50	N/A	N/A	N/A	1	418
2.5X50	N/A	N/A	N/A	1	418
1.5X40	N/A	N/A	N/A	1	418
705	N/A	N/A	N/A	1	418
Screw Driver Base	N/A	N/A	N/A	1	418
50' Lufkin Tape Measure	N/A	N/A	N/A	1	418
Binoculars	Lufkin	N/A	N/A	1	418
Surefire Flash Light	BARSKA	N/A	N/A	1	418
Car Battery Charger	Surefire	G2 Black	N/A	1	418
Metal Thickness Gage	Surefire	N/A	N/A	1	418
Micro Cassette Recorder	Fowler	N/A	N/A	1	418
SONIN Multimeter Combo Pro	Sony	N/A	N/A	1	418
Zircon Multiscanner Pro SL	SONIN	Combo Pro	N/A	1	418
Digital Sound Level Meter	Zircon	Pro SL	N/A	1	418
Measure Master	Extech	N/A	40208394	1	418
C-Clamp	N/A	N/A	N/A	1	418
	N/A	N/A	N/A	2	418
Item Description	Make	Model	Serial Number	Number of Items	Location
X-07	Kabe Mas		D-491346	1	248
X-08	Kabe Mas		T004225	1	CDR
4' Ladder		N/A	N/A	1	SOC
Simplex Lock		N/A	N/A	1	418
Unican		N/A	44-073	1	418
Architectural Graphic Standards (Book)	Kabe Mas		5085901002040	1	418
Realistic Sound Level Meter	N/A		N/A	1	418
Surefire B90 Battery	Realistic		N/A	1	418
Surefire Charger	Surefire		N/A	1	418
Door Contacts	Surefire		N/A	1	418
GE 25W Bulbs	N/A		N/A	1	418
GE Miniature Lamps	General Electric		N/A	1	418
Surefire X80 Lamp/ Reflector	General Electric		N/A	1	418
SONY Boom Box	Surefire		N/A	1	418
White Noise Generator	Sony		1647719	1	418
CD Player	N/A		N/A	1	417
White Noise Generator	N/A		N/A	1	317
CD Player	N/A		N/A	1	317
	N/A		N/A	1	527

White Noise Generator	N/A	N/A	N/A	1	560
CD Player	N/A	N/A	N/A	1	560
White Noise Generator	N/A	N/A	N/A	1	563
CD Player	N/A	N/A	N/A	1	563
White Noise Generator	N/A	N/A	N/A	1	628
CD Player	N/A	N/A	N/A	1	628
White Noise Generator	N/A	N/A	N/A	1	630
CD Player	N/A	N/A	N/A	1	630
White Noise Generator	N/A	N/A	N/A	1	632
CD Player	N/A	N/A	N/A	1	632
White Noise Generator	N/A	N/A	N/A	1	634
CD Player	N/A	N/A	N/A	1	634
White Noise Generator	N/A	N/A	N/A	1	675
CD Player	N/A	N/A	N/A	1	675
White Noise Generator	N/A	N/A	N/A	1	771
CD Player	N/A	N/A	N/A	1	771
White Noise Generator	N/A	N/A	N/A	1	883
CD Player	N/A	N/A	N/A	1	883
White Noise Generator	N/A	N/A	N/A	1	902
CD Player	N/A	N/A	N/A	1	902
White Noise Generator	N/A	N/A	N/A	1	914
CD Player	N/A	N/A	N/A	1	914
White Noise Generator	N/A	N/A	N/A	1	923
CD Player	N/A	N/A	N/A	1	923
White Noise Generator	N/A	N/A	N/A	1	977
CD Player	N/A	N/A	N/A	1	977
White Noise Generator	N/A	N/A	N/A	1	1035
CD Player	N/A	N/A	N/A	1	1035
White Noise Generator	N/A	N/A	N/A	1	1036
CD Player	N/A	N/A	N/A	1	1036
UL 94 - Test for Flammability of Plastic Materials for Parts in Devices and Appliances	Under Writers Laboratory	N/A	N/A		417
UL 294 - Access Control System Units	Under Writers Laboratory	N/A	N/A		417

(b)(2)

(b)(2)

Item Description	Make	Model	Serial Number	Number of Items	Location
SONY MAVICA MVC-CD1000	Sony	MVC-CD1000	45855	1	239
SONY MAVICA MVC-CD1000	Sony	MVC-CD1000	46073	1	418
Rigid Drill R44001			G033129497	1	418
Inductive Amp 200 EP			D297,715	1	418
Compact Disc Player	Sony CD Player	CDP-CE235	8125308	1	418
Compact Disc Player	Sony CD Player	CDP-CE235	8171123	1	418
Compact Disc Player	Harman Canton Compact Disc Player	MFL-8380	YC0010-23050	1	418
Item Description	Make	Model	Serial Number	Number of Items	Location
Large roll case	Pelican	1660	N/A	1	418
Compass	SUUNTO	Locator	N/A	1	418
Night Vision Goggles Generation 1 Dual Tube	Monovision Center	MV-2MV	6603	1	418
Digital Sound Level Meter	ProVision	IEC 651 TYPE II	050900948	1	418
Flex Boroscope	SONIN	10.5mm (36 inch length)	N/A	1	418
Digital Measuring System	Olympus	Multi Measure Combo Pro 10300	N/A	1	418
Digital Voice Recorder	Nikon	VN-480PC	587792VKP	1	418
Digital Camera	Leatherman	Cool Pix 5.1MP	30489720	1	418
Multipurpose Hand Tools	Lufkin	830124	N/A	1	418
Measuring Wheel	Stanley	PSM438	N/A	1	418
Measuring Tape	Ideal	Fal Max 25ft	N/A	1	418
Line tracer	Surefire	G2-180	N/A	1	418
Flash Light w/ Headband	General	G2 Black	N/A	1	418
Metal thickness gauge	TSA	N-102	N/A	1	418
Combo Locks		Combo Locks	N/A	3	418

Large roll case	Pelican	1660	N/A	1	418
Compass	SUUNTO	Locator	N/A	1	418
Night Vision Goggles Generation 1 Dual Tube	Morovision	MV-2MV	7397	1	418
Digital Sound Level Meter	Center	IEC 651 TYPE II	050901002	1	418
Flex Boroscope	ProVision	10.5mm (36 inch length)	N/A	1	418
Digital Measuring System	SONIN	Multi Measure Combo Pro 10300	N/A	1	418
Digital Voice Recorder	Olympus	VN-480PC	589218VKP	1	418
Digital Camera	Nikon	Cool Pix 5.1MP	30489717	1	418
Multipurpose Hand Tools	Leatherman	830124	N/A	1	418
Measuring Wheel	Lufkin	PSMW38	N/A	1	418
Measuring Tape	Stanley	Fat Max 25ft.	N/A	1	418
Flash Light w/ Headband	Surefire	G2 Black	N/A	1	418
Metal thickness gauge	General	N-102	N/A	1	418
Combo Locks	TSA	Combo Locks	N/A	3	418
Large roll case	Pelican	1660	N/A	1	418
Compass	SUUNTO	Locator	N/A	1	418
Night Vision Goggles Generation 1 Dual Tube	Morovision	MV-2MV	3832	1	418
Digital Sound Level Meter	Center	IEC 651 TYPE II	050900950	1	418
Flex Boroscope	ProVision	10.5mm (36 inch length)	N/A	1	418
Digital Measuring System	SONIN	Multi Measure Combo Pro 10300	N/A	1	418
Digital Voice Recorder	Olympus	VN-480PC	588331VKP	1	418
Digital Camera	Nikon	Cool Pix 5.1MP	30488476	1	418
Multipurpose Hand Tools	Leatherman	830124	N/A	1	418
Measuring Wheel	Lufkin	PSMW38	N/A	1	418
Measuring Tape	Stanley	Fat Max 25ft.	N/A	1	418
Flash Light w/ Headband	Surefire	G2 Black	N/A	1	418
Metal thickness gauge	General	N-102	N/A	1	418
Combo Locks	TSA	Combo Locks	N/A	3	418
Large roll case	Pelican	1660	N/A	1	418
Compass	SUUNTO	Locator	N/A	1	418
Night Vision Goggles Generation 1 Dual Tube	Morovision	MV-2MV	6783	1	418
Digital Sound Level Meter	Center	IEC 651 TYPE II	050900969	1	418
Flex Boroscope	ProVision	10.5mm (36 inch length)	N/A	1	418
Digital Measuring System	SONIN	Multi Measure Combo Pro 10300	N/A	1	418
Digital Voice Recorder	Olympus	VN-480PC	588331VKP	1	418
Digital Camera	Nikon	Cool Pix 5.1MP	30489719	1	418
Multipurpose Hand Tools	Leatherman	830124	N/A	1	418
Measuring Wheel	Lufkin	PSMW38	N/A	1	418
Measuring Tape	Stanley	Fat Max 25ft.	N/A	1	418
Flash Light w/ Headband	Surefire	G2 Black	N/A	1	418

Inventory

Metal thickness gauge		General		N-102							
Combo Locks		TSA		Combo Locks				N/A		1	
								N/A		3	
										418	
										418	

Item Description		Locksmith Inventory			
	Make	Model	Serial Number	Number of Items	Location
Stack-On Tool Box/ Organizer	Stack-On				
Craftsman 3 1/2 lb Dead blow hammer	Craftsman	N/A	N/A	2	403
Craftsman 19 pc Tap and Die set	Craftsman	N/A	N/A	1	403
Stanley Tape Measure	Stanley	N/A	N/A	1	403
Dremel rotary cutting tool	Dremel	N/A	N/A	1	403
metal cutting wheels for Dremel	Dremel	N/A	N/A	1	403
Craftsman pocket multimeter	Craftsman	N/A	N/A	1 pack	403
Klein multi-tool wire strippers/cutters	Klein	N/A	N/A	1	403
Dewalt 18V Cordless electric drill w/case	Dewalt	N/A	309817	1	403
3M electrical tape	N/A	N/A	N/A	1	403
Craftsman 12" hacksaw	Craftsman	N/A	N/A	1 roll	403
extra hacksaw blade	N/A	N/A	N/A	1	403
HPC 32 pc lock pick set	HPC	N/A	N/A	1	403
set of steel drill bits	N/A	N/A	N/A	1	403
HPC EZ-6 broken key extractor tool	HPC	N/A	N/A	1	403
4" pippen impressioning file	N/A	EZ-6	N/A	1	403
Craftsman 8" 1/2 rd file	Craftsman	N/A	N/A	1	403
Craftsman 1/2" wood chisel	Craftsman	N/A	N/A	1	403
Craftsman center punch	Craftsman	N/A	N/A	2	403
WD40 lubricant	N/A	N/A	N/A	1	403
Craftsman 5" pocket level	Craftsman	N/A	N/A	1 can	403
Astra pneumatic 3 pc rotary burr bit set	Astra	N/A	N/A	1	403
Craftsman small flashlight	Craftsman	N/A	N/A	1	403
Craftsman wood boring bit set	Craftsman	N/A	N/A	1	403
2 1/8" hole saw	N/A	N/A	N/A	1	403
1" hole saw	N/A	N/A	N/A	1	403
7/8" hole saw	N/A	N/A	N/A	1	403
Craftsman large hole saw arbor	Craftsman	N/A	N/A	1	403
Craftsman small hole saw arbor	Craftsman	N/A	N/A	1	403
Craftsman 1/2" pilot drill bit	Craftsman	N/A	N/A	1	403
Craftsman 5" diagonal cutters	Craftsman	N/A	N/A	2	403
5" vice grips pliers	N/A	N/A	N/A	1	403
7" vice grips pliers	N/A	N/A	N/A	1	403
Craftsman 12" channel locks	Craftsman	N/A	N/A	1	403
4 1/2 x 4 1/4 hinge doctor tool	N/A	N/A	N/A	1	403
Craftsman long nose pliers	Craftsman	N/A	N/A	1	403
Craftsman 10-in-1 screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #3 slotted screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #2 slotted screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #1 slotted screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #3 phillips screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #2 phillips screwdriver	Craftsman	N/A	N/A	1	403
Craftsman #1 phillips screwdriver	Craftsman	N/A	N/A	1	403
Dewalt 4 1/2" hand-held grinder	Dewalt	N/A	N/A	1	403
Craftsman small std allen wrenches	Craftsman	N/A	833359	1 set	403
Craftsman large std allen wrenches	Craftsman	N/A	N/A	1 set	403





Radios					Location	
Item Description	Make	Model	Serial Number	Number of Items		
Radio	ICOM	F4-GS	01101	1	(b)(6)	Shelter 3701 7th Mens
Radio	ICOM	F4-GS	01102	1	(b)(6)	FSS
Radio	ICOM	F4-GS	01104	1	(b)(6)	not assigned
Radio	ICOM	F4-GS	01105	1	(b)(6)	
Radio	ICOM	F4-GS	01107	1	(b)(6)	
Radio	ICOM	F4-GS	01108	1	(b)(6)	
Radio	ICOM	F4-GS	01109	1	(b)(6)	
Radio	ICOM	F4-GS	01110	1	(b)(6)	
Radio	ICOM	F4-GS	01111	1	(b)(6)	FSS
Radio	ICOM	F4-GS	01112	1	(b)(6)	
Radio	ICOM	F4-GS	01113	1	(b)(6)	
Radio	ICOM	F4-GS	01114	1	(b)(6)	418
Radio	ICOM	F4-GS	01115	1	(b)(6)	Shelter 3701 7th Womens
Radio	ICOM	F4-GS	01116	1	(b)(6)	
Radio	ICOM	F4-GS	01121	1	(b)(6)	
Radio	ICOM	F4-GS	01123	1	(b)(6)	
Radio	ICOM	F4-GS	01125	1	(b)(6)	418
Radio	ICOM	F4-GS	01126	1	(b)(6)	
Radio	ICOM	F4-GS	01127	1	(b)(6)	FSS
Radio	ICOM	F4-GS	01128	1	(b)(6)	
Radio	ICOM	F4-GS	01129	1	(b)(6)	418
Radio	ICOM	F4-GS	01130	1	(b)(6)	
Radio	ICOM	F4-GS	01131	1	(b)(6)	
Radio	ICOM	F4-GS	01132	1	(b)(6)	
Radio	ICOM	F4-GS	01133	1	(b)(6)	
Radio	ICOM	F4-GS	01134	1	(b)(6)	
Radio	ICOM	F4-GS	01135	1	(b)(6)	Shelter 3803 5th Mens
Radio	ICOM	F4-GS	01137	1	(b)(6)	418
Radio	ICOM	F4-GS	01138	1	(b)(6)	Shelter 3701 Rm 712
Radio	ICOM	F4-GS	01139	1	(b)(6)	
Radio	ICOM	F4-GS	01140	1	(b)(6)	
Radio	ICOM	F4-GS	01151	1	(b)(6)	
Radio	ICOM	F4-GS	01153	1	(b)(6)	Shelter 3701 9th Womens
Radio	ICOM	F4-GS	01155	1	(b)(6)	Shelter 3701 8th Mens
Radio	ICOM	F4-GS	01156	1	(b)(6)	

Radio	ICOM	F4-GS	01157	1	Judith Ross
Radio	ICOM	F4-GS	01158	1	Shelter 3701 7th Rm 723
Radio	ICOM	F4-GS	01159	1	Shelter 3701 3rd Rm 323
Radio	ICOM	F4-GS	01160	1	Shelter 3701 8th Mens
Radio	ICOM	F4-GS	01161	1	FSS
Radio	ICOM	F4-GS	01163	1	418
Radio	ICOM	F4-GS	01164	1	Shelter 3701 Rm 882
Radio	ICOM	F4-GS	01165	1	(b)(6)
Radio	ICOM	F4-GS	01166	1	(b)(6)
Radio	ICOM	F4-GS	01167	1	Shelter 3701 8th Womens
Radio	ICOM	F4-GS	01169	1	FSS
Radio	ICOM	F4-GS	01181	1	(b)(6)
Radio	ICOM	F4-GS	01182	1	(b)(6)
Radio	ICOM	F4-GS	01183	1	Shelter 3701 3rd ATO SCIF
Radio	ICOM	F4-GS	01184	1	Shelter 3701 3rd Womens
Radio	ICOM	F4-GS	01186	1	(b)(6)
Radio	ICOM	F4-GS	01188	1	(b)(6)
Radio	ICOM	F4-GS	01189	1	Shelter 3701 8th Mail Rm
Radio	ICOM	F4-GS	01190	1	FSS
Radio	ICOM	F4-GS	01191	1	Shelter 3701 Rm 832
Radio	ICOM	F4-GS	01193	1	(b)(6)
Radio	ICOM	F4-GS	01201	1	FSS
Radio	ICOM	F4-GS	01202	1	FSS
Radio	ICOM	F4-GS	01203	1	VCC
Radio	ICOM	F4-GS	01204	1	(b)(6)
Radio	ICOM	F4-GS	01205	1	Shelter 3701 10th Womens
Radio	ICOM	F4-GS	01206	1	VCC
Radio	ICOM	F4-GS	01207	1	FSS
Radio	ICOM	F4-GS	01208	1	Shelter SPO SCIF Conf Rm
Radio	ICOM	F4-GS	01210	1	(b)(6)
Radio	ICOM	F4-GS	01232	1	Shelter 3701 10th Mens
Radio	ICOM	F4-GS	01233	1	VCC
Radio	ICOM	F4-GS	01234	1	VCC
Radio	ICOM	F4-GS	01235	1	(b)(6)
Radio	ICOM	F4-GS	01236	1	VCC
Radio	ICOM	F4-GS	01237	1	VCC

Radios

Radio	ICOM	F4-GS	01238	1	Shelter 3803 2nd Mens
Radio	ICOM	F4-GS	01239	1	(b)(6)
Radio	ICOM	F4-GS	01240	1	
Radio	ICOM	F4-GS	01246	1	Shelter 3803 2nd Womens
Radio	ICOM	F4-GS	01247	1	Shelter 3701 3rd Mens
Radio	ICOM	F4-GS	01248	1	VCC
Radio	ICOM	F4-GS	7901231	1	FSS
Radio	ICOM	F4-GS	7901232	1	FSS
Radio	ICOM	F4-GS	7901233	1	FSS
Radio	ICOM	F4-GS	7901234	1	FSS
Radio	ICOM	F4-GS	7901235	1	FSS
Radio	ICOM	F4-GS	7901236	1	FSS
Radio	ICOM	F4-GS	7901237	1	FSS
Radio	ICOM	F4-GS	7901238	1	FSS
Radio	ICOM	F4-GS	7901239	1	FSS
Radio	ICOM	F4-GS	7901240	1	FSS
Radio	ICOM	F4-GS	7901241	1	FSS
Radio	ICOM	F4-GS	7901242	1	FSS
Radio	ICOM	F4-GS	7901243	1	FSS
Radio	ICOM	F4-GS	7901244	1	FSS
Radio	ICOM	F4-GS	7901246	1	FSS
Radio	ICOM	F4-GS	7901247	1	FSS
Radio	ICOM	F4-GS	7901248	1	FSS
Radio	ICOM	F4-GS	7901249	1	FSS
Radio	ICOM	F4-GS	7901250	1	FSS
Radio	ICOM	F4-GS	7901271	1	FSS
Radio	ICOM	F4-GS	7901272	1	FSS
Radio	ICOM	F4-GS	7901273	1	FSS
Radio	ICOM	F4-GS	7901274	1	FSS
Radio	ICOM	F4-GS	7901275	1	FSS
Radio	ICOM	F4-GS	7901276	1	FSS
Radio	ICOM	F4-GS	7901277	1	FSS
Radio	ICOM	F4-GS	7901278	1	FSS
Radio	ICOM	F4-GS	7901279	1	FSS
Radio	ICOM	F4-GS	7901280	1	FSS
Radio	ICOM	F4-GS	7901011	1	Shelter 3701 6th Mens
Radio	ICOM	F4-GS	7901012	1	Shelter 3701 6th Womens
Radio	ICOM	F4-GS	7901013	1	Shelter 3701 DXO SCIF
Radio	ICOM	F4-GS	7901014	1	Shelter 3803 1st Womens

Radio	ICOM	F4-GS	7901015	1	Shelter 3803 1st Mens
Radio	ICOM	F4-GS	7901016	1	Shelter 3803 3rd Mens
Radio	ICOM	F4-GS	7901017	1	Shelter 3803 3rd Womens
Radio	ICOM	F4-GS	7901018	1	Shelter 3803 4th Mens
Radio	ICOM	F4-GS	7901019	1	Shelter 3803 4th Womens
Radio	ICOM	F4-GS	7901020	1	Shelter 3803 5th Womens
Radio	ICOM	F4-GS	7901031	1	Shelter 3701 2nd Mens
Radio	ICOM	F4-GS	7901032	1	Shelter 3701 6th Rm 643
Radio	ICOM	F4-GS	7901033	1	Shelter 3701 6th Rm 629
Radio	ICOM	F4-GS	7901034	1	Shelter 3701 10th SSCO SCIF
Radio	ICOM	F4-GS	7901035	1	Shelter 3701 8th TIO SCIF
Radio	ICOM	F4-GS	7901036	1	Shelter 3701 2nd Rm 266
Radio	ICOM	F4-GS	7901037	1	Shelter 3701 2nd Womens
Radio	ICOM	F4-GS	7901038	1	Shelter 3701 4th Rm 429
Radio	ICOM	F4-GS	7901039	1	Shelter 3701 4th Womens
Radio	ICOM	F4-GS	7901040	1	Shelter 3701 4th Mens
Radio	ICOM	F4-GS	7901071	1	Shelter 3701 5th Mens
Radio	ICOM	F4-GS	7901072	1	Shelter 3701 5th Womens
Radio	ICOM	F4-GS	7901073	1	Shelter 3701 5th Rm 524
Radio	ICOM	F4-GS	7901074	1	Shelter 3701 5th Rm 550
Radio	ICOM	F4-GS	7901075	1	Shelter 3701 5th Rm 551
Radio	ICOM	F4-GS	7901076	1	418
Radio	ICOM	F4-GS	7901077	1	418
Radio	ICOM	F4-GS	7901078	1	418
Radio	ICOM	F4-GS	7901079	1	(b)(6)
Radio	ICOM	F4-GS	7901080	1	(b)(6)
Radio	ICOM	F4-GS	7920001	1	(b)(6)
Radio	ICOM	F4-GS	7920002	1	(b)(6)
Radio	ICOM	F4-GS	7920003	1	(b)(6)
Radio	ICOM	F4-GS	7920004	1	(b)(6)
Radio	ICOM	F4-GS	7920005	1	(b)(6)
Radio	ICOM	F4-GS	7920006	1	(b)(6)
Radio	ICOM	F4-GS	7920007	1	(b)(6)
Radio	ICOM	F4-GS	7920008	1	(b)(6)
Radio	ICOM	F4-GS	7920009	1	(b)(6)
Radio	ICOM	F4-GS	7920010	1	(b)(6)
Radio	ICOM	F4-GS	7920211	1	(b)(6)
Radio	ICOM	F4-GS	7920212	1	(b)(6)
Radio	ICOM	F4-GS	7920213	1	(b)(6)

Radio	ICOM	F4-GS	7920214	1	(b)(6)
Radio	ICOM	F4-GS	7920215	1	
Radio	ICOM	F4-GS	7920216	1	
Radio	ICOM	F4-GS	7920217	1	
Radio	ICOM	F4-GS	7920218	1	
Radio	ICOM	F4-GS	7920219	1	
Radio	ICOM	F4-GS	7920220	1	
Radio	ICOM	F4-GS	7920251	1	FSS
Radio	ICOM	F4-GS	7920252	1	FSS
Radio	ICOM	F4-GS	7920253	1	FSS
Radio	ICOM	F4-GS	7920254	1	FSS
Radio	ICOM	F4-GS	7920255	1	FSS
Radio	ICOM	F4-GS	7920371	1	(b)(6)
Radio	ICOM	F4-GS	7920372	1	
Radio	ICOM	F4-GS	7920373	1	
Radio	ICOM	F4-GS	7920374	1	
Radio	ICOM	F4-GS	7920375	1	
Radio	ICOM	F4-GS	7920376	1	
Radio	ICOM	F4-GS	7920377	1	418
Radio	ICOM	F4-GS	7920378	1	418
Radio	ICOM	F4-GS	7920379	1	418
Radio	ICOM	F4-GS	7920380	1	418
Radio	ICOM	F4-GS	7920461	1	418
Radio	ICOM	F4-GS	7920462	1	418
Radio	ICOM	F4-GS	7920463	1	418
Radio	ICOM	F4-GS	7920464	1	418
Radio	ICOM	F4-GS	7920465	1	418
Radio	ICOM	F4-GS	7920466	1	
Radio	ICOM	F4-GS	7920467	1	(b)(6)
Radio	ICOM	F4-GS	7920468	1	
Radio	ICOM	F4-GS	7920469	1	
Radio	ICOM	F4-GS	7920470	1	
Radio	ICOM	F4-GS	7920481	1	
Radio	ICOM	F4-GS	7920482	1	
Radio	ICOM	F4-GS	7920483	1	
Radio	ICOM	F4-GS	7920484	1	
Radio	ICOM	F4-GS	7920485	1	
Radio	ICOM	F4-GS	7920486	1	
Radio	ICOM	F4-GS	7920487	1	

Radio	ICOM	F4-GS	7920488	1	418	(b)(6)
Radio	ICOM	F4-GS	7920489	1		(b)(6)
Radio	ICOM	F4-GS	7920490	1		
Radio	ICOM	F4-GT	01161	1		
Radio	ICOM	F4-GT	01162	1		
Radio	ICOM	F4-GT	01163	1		not assigned
Radio	ICOM	F4-GT	01164	1		
Radio	ICOM	F4-GT	01165	1		
Radio	ICOM	F4-GT	01166	1		
Radio	ICOM	F4-GT	01167	1		(b)(6)
Radio	ICOM	F4-GT	01168	1		
Radio	ICOM	F4-GT	01169	1		
Radio	ICOM	F4-GT	01170	1		
Radio	ICOM	F4-GT	01271	1		not assigned 418
Radio	ICOM	F4-GT	01272	1		
Radio	ICOM	F4-GT	2920007	1		
Radio	ICOM	F4-GT	2920008	1		
Radio	ICOM	F4-GT	2920009	1		(b)(6)
Radio	ICOM	F4-GT	2920010	1		
Radio	ICOM	F4-GT	2920021	1		
Radio	ICOM	F4-GT	2920022	1		
Radio Batteries	ICOM	BP-208	N/A	2	418	(b)(6)
Radio Batteries	ICOM	BP-210	N/A	7	418	
Radio Charger	ICOM	BC-144	0189350	1	418	
Radio Charger	ICOM	BC-144	0189345	1	418	
Radio Charger	ICOM	BC-144	0189349	1	418	(b)(6)
Radio Charger	ICOM	BC-144	0189344	1	418	
Radio Charger	ICOM	BC-144	0189348	1	418	
Radio Charger	ICOM	BC-144	0189082	1	418	
Radio Charger	ICOM	BC-144	0189081	1	418	(b)(6)
Radio Charger	ICOM	BC-144	0189087	1	418	
Radio Charger	ICOM	BC-144	0189086	1	418	
Radio Charger	ICOM	BC-144	0189469	1	418	
Radio Charger	ICOM	BC-144	0189341	1	418	(b)(6)
Radio Power Supply	ICOM	BC-145A	N/A	4	418	
Radio Charger	ICOM	BC-144	N/A	4	418	
Radio Charger	ICOM	BC-144	N/A	4	418	

Technical Security Inventory					
Item Description	Make	Model	Serial Number	Number of Items	Location
Leatherman	Leatherman	N/A	N/A	1	418
Borescope	Hawkeye	N/A	N/A	1	418
Flashlight	Scorpion	N/A	N/A	1	418
Multimeter	Fuke Multimeter	N/A	85970043	1	418
Lead	TL75 Hard Point Test Lead set	N/A	N/A	1	418
Lead	High Voltage Probe with (-) Alligator clip	N/A	N/A	1	418
Lead	Alligator Clips	N/A	N/A	1	418
Stud Finder	Zircon Multiscanner (Stud Finder)	N/A	N/A	1	418
Line Tracer	RFX 1500	N/A	N/A	1	418
Line Tracer	RFX 2500	N/A	N/A	1	418
Two Speed Ratcheting Screwdriver	Two Speed Ratcheting Screwdriver	N/A	N/A	1	418
8 inch Prybar	8 inch Prybar	N/A	N/A	1	418
Flat Head Screwdriver	Flat Head Screwdriver	N/A	N/A	1	418
Phillips Head Screw Driver	Phillips Head Screw Driver	N/A	N/A	1	418
Black Light	Black Light	N/A	N/A	1	418
Marker	Black Light Marker	N/A	N/A	1	418
Lens Cleaner	Lens Cleaner	N/A	N/A	1	418
Quelips	Quelips	N/A	N/A	1	418
Key Tool	Key Tool	N/A	N/A	1	418
Quarter Inch Drill bit	Quarter Inch Drill bit	N/A	N/A	1	418
39 Piece Bit Set	39 Piece Bit Set	N/A	N/A	1	418
Needle Nose Pliers	Needle Nose Pliers	N/A	N/A	1	418
Crescent Wrench	Crescent Wrench	N/A	N/A	1	418
Wire Stripper	Wire Stripper	N/A	N/A	1	418
Dental Mirror	Dental Mirror	N/A	N/A	1	418
Inspection Mirrors	Inspection Mirrors	N/A	N/A	1	418
Magnifying Glass	Magnifying Glass	N/A	N/A	2	418
Magnifying Glass	Magnifying Glass	N/A	N/A	1	418
Portable X-Ray System	SAIC	RTR-N w/ wireless option	7395-0719-08	1	418
Countermeasure Probe/Monitor	REI	CPM-700	37361	1	418
Countermeasure Amplifier	REI	CMA-100	37025	1	418
Omnid Spectral Correlator [OSCAR]	REI	OSC-5000	02052	1	418
Microwave Down Converter	REI	MDC-2100	210685	1	418
Non-linear Junction Detector	REI	ORION	05278	1	418
Thermal Imager	MIKRON	M7800	20020	1	418
Large roll case	Pelican	1660	N/A	1	418
Large roll case	Pelican	1660	N/A	1	418

Cameras		Type	
Location	Make		
Main Lobby South (PTZ)	Pelco		Spectra PTZ Dome
Main Lobby North (PTZ)	Pelco		Spectra PTZ Dome
Loading Dock (PTZ)	Pelco		Spectra PTZ Dome
Nelson-10th. (PTZ)	Pelco		Spectra PTZ Dome
Deft Lower (PTZ)	Pelco		Spectra PTZ Dome
Garage Entrances (PTZ)	Pelco		Spectra PTZ Dome
3801 Garage Lobby (PTZ)	Pelco		Spectra PTZ Dome
Garage Ramp Upper (PTZ)	Pelco		Spectra PTZ Dome
Plaza West (PTZ)	Pelco		Spectra PTZ Dome
Plaza Center (PTZ)	Pelco		Spectra PTZ Dome
Fairfax Dr. (PTZ)	Pelco		Spectra PTZ Dome
Fairfax-Nelson (PTZ)	Pelco		Spectra PTZ Dome
G-1 Tunnel (PTZ)	Pelco		Spectra PTZ Dome
G-1 Lower Booth (PTZ)	Pelco		Spectra PTZ Dome
3701 Roof North (PTZ)	Pelco		Spectra PTZ Dome
3701 Roof South (PTZ)	Pelco		Spectra PTZ Dome
3803 Rooftop - Grate (PTZ)	Pelco		Spectra PTZ Dome
3803 Rooftop - SW (PTZ)	Pelco		Spectra PTZ Dome
3803 Rooftop - NW (PTZ)	Pelco		Spectra PTZ Dome
3803 Rooftop - SE (PTZ)	Pelco		Spectra PTZ Dome
3803 Rooftop - NE (PTZ)	Pelco		Spectra PTZ Dome
Fairfax-Nelson Upper (PTZ)	Pelco		Spectra PTZ Dome
10th Street (PTZ)	Pelco		Spectra PTZ Dome
Fairfax Upper (PTZ)	Pelco		Spectra PTZ Dome
10th - Nelson (PTZ)	Pelco		Spectra PTZ Dome
Deft Upper (PTZ)	Pelco		Spectra PTZ Dome
G-1 West/Far Corner (PTZ)	Pelco		Spectra PTZ Dome
G-1 South/Elev Lobby (PTZ)	Pelco		Spectra PTZ Dome
G-1 South/Guard Booth(PTZ)	Pelco		Spectra PTZ Dome
G-1G-2 Ramp (PTZ)	Pelco		Spectra PTZ Dome
G-2 South/Slainwell (PTZ)	Pelco		Spectra PTZ Dome
G-2 West / Middle (PTZ)	Pelco		Spectra PTZ Dome
DIRO Entrance	Burle		TC9906A
2nd West Hall	Burle		TC9906A
2nd North-West Hall	Burle		TC9906A
2nd East Hall	Burle		TC9906A
SCO Room 1014	Burle		TC9906A
2nd Elev Lobby	Silent Witness		N/A
2nd North Hall	Burle		TC9906A
SPO/SSCO A Door 6	Pelco		Camclosures
SPO/SSCO B Door 6	Pelco		Camclosures
SPO Entry A Door 3	Pelco		Camclosures
SPO Entry B Door 3	Pelco		Camclosures
10th North Hall	Pelco		Camclosures
SSCO Emergency Door 5	Pelco		Camclosures
10th Elev Lobby	Pelco		Camclosures

Camera's

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Attachment 2 – Government Furnished Property

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



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Attachment 3 – Program Management Plan

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

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Attachment 4 – DD 254

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

**DARPA On-Site Contractor Security Guidance**  
**Attachment #2 to DD Form 254 For Contract #HR0011-06-0127**

**I. General**

a. Contractor Performance. In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD Form 254. The Contractor will conform to the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program Operating Manual (NISPOM).

Additionally, when visiting or working at DARPA facilities the Contractor will comply with the DARPA Security Manual relative to DARPA security policies and procedures as they apply to the protection of classified and controlled but unclassified information. If the contractor establishes a cleared facility or Defense Security Service approved off-site location in support of this contract the security provisions of the NISPOM alone will apply to that facility.

b. Security Supervision. DARPA will exercise security oversight over all contractors visiting or working at DARPA. The contractor will identify, in writing, to the Director, Security and Intelligence Directorate (SID), an on-site management Point of Contact (POC) that will interface with the DARPA SID for security matters.

c. Company Facility Security Officer (FSO). The contractor shall provide the DARPA SID, in writing, the name, address, telephone number, and email address of the Company's cognizant FSO. The contractor shall ensure that these names and addresses are kept current. The FSO will report any change in status of company employees such as clearance level, name change, resignation, foreign contacts, etc. to the Personnel Security/Badging Office, SID, ASAP. The FSO will ensure that company employees selected to perform a Security function at DARPA will be JPAS, DCII certified personnel and that such personnel have accounts and "read" access to each of the systems.

d. Basic Requirement. Personnel who are issued either an On-Site or Off-Site DARPA identification badge and/or who are granted access to DARPA facilities and/or to the DARPA Management Support System (DMSS) must have, at a minimum, a current SECRET clearance under the sponsorship of the employing contractor. The contractor shall establish a system to immediately notify the Director, SID, and immediately deny access to DARPA facilities and

the DMSS, when a contractor employee's clearance is withdrawn or administratively downgraded for any reason.

d. Security Classification Guide (SCG). The contractor shall ensure that the appropriate SCG is used to determine classification requirements for DARPA information and material. Questions regarding classification may be directed to the Director, SID.

e. Sensitive Compartmented Information (SCI) Access. Individuals accessed to SCI while conducting DARPA work will comply with the provisions of DoD 5105.21-M-1 (Sensitive Compartmented Information Administrative Security Manual) and appropriate DARPA Sensitive Compartmented Information Facility (SCIF) Standard Operation Procedures (SOP). The FSO and/or CSSO shall submit SCI nominations sponsored by DARPA in accordance with instructions issued by SID (See paragraph XV, DARPA SID Website Tools).

f. Special Access Programs (SAP). Individuals accessed to Special Access Programs (SAPs) while conducting DARPA work will comply with the provision of DoD 5200.22-M-Sup (the DoD Overprint to the NISPOM, Apr 04) and appropriate DARPA SAPF SOPs.

## **II. Handling Classified Material or Information**

a. Control and Safeguarding. Contractor personnel working at DARPA or traveling to support DARPA efforts are responsible for the control and safeguarding of all classified and sensitive material in their possession. All contractor personnel will be briefed by their company on their individual responsibilities to safeguard classified material. In addition, all contractor personnel authorized a DARPA badge are required to attend the DARPA Security Orientation Briefing prior to badge issuance (Contact the DARPA badge office for further information). In the event of possible or actual loss or compromise of classified material, the on-site Contractor point of contact (POC) at DARPA will immediately report the incident to DARPA SID. This does not negate the need for the POC to promptly report the incident to the supported DARPA Technical Office management representative. A DARPA SID representative will conduct an inquiry of the incident and provide a report to the FSO and the Cognizant Field Office of the DSS if the event involves Contractor personnel. The contractor will promptly correct any deficient security conditions identified by the DARPA SID.

b. Storage.

1. Collateral Secret classified material may only be stored in containers authorized by and registered in the DARPA Classified Document Registry (CDR). All collateral Top Secret material will be maintained in the CDR. Containers are assigned to a Primary Custodian and, where necessary, alternate custodians are appointed. On-site contractor personnel may act as custodians. Custodians must be properly listed on the Standard Form 700 and must be properly registered with and briefed on their custodial responsibilities by the CDR. The contractor will assure that the CDR is promptly notified when their personnel no longer need access to a container and that all personnel to whom classified documents have been issued or that were custodians process out through the CDR and turn in all classified material to the CDR prior to their departure or relocating within DARPA. The custodian will notify the CDR when a container is to be relocated or turned in or when there is a change in personnel that are authorized access to the container. Custodians must also notify the CDR when collateral classified material requires a change of custody within DARPA.

2. Only DARPA SID approved areas are authorized for the open storage and processing of classified material. All other areas within DARPA facilities are governed by proper In-Use-Controls. The term "In-Use-Controls" is defined as: When classified material is removed from the container, appropriately cleared personnel with the requisite need-to-know must exercise physical control of the material at all times. Additionally, other controls such as closing the office blinds, positioning computer monitors, and/or shutting the office doors shall be utilized to preclude unauthorized disclosure of classified material/information.

c. Transmission of Classified Material.

1. All classified (collateral) material transmitted by mail or courier for use by Contractor or DARPA Staff will be addressed to:

Defense Advanced Research Projects Agency  
ATTN: CDR  
3701 N. Fairfax Drive  
Arlington, VA 22203

The inner envelope will be addressed to the attention of the person for whom the material is intended.

2. All classified collateral material, (Confidential, Secret and Top Secret), that is hand carried to DARPA by contractor personnel must be delivered to the CDR for processing. Special arrangements must be made with the Director,

SID, for the hand-carrying of Sensitive Compartmented Information (SCI) or Special Access Program (SAP) material.

3. All DARPA classified material that is transmitted from DARPA facilities, regardless of method (less faxing), will be processed by: the CDR for collateral; the SSCO for SCI; or the SAPCO for SAP. Contractors authorized to use secure faxes shall be appropriately trained as to their responsibilities prior to conducting such activity.

4. DARPA classified material that is transmitted/carried within the DARPA protected perimeter of a DARPA building shall be appropriately marked and have a classified cover sheet affixed. DARPA classified material that is transmitted/carried in a common area or between DARPA buildings (i.e., space accessible by uncleared personnel) shall be appropriately marked, have a classified cover sheet affixed, and placed in an opaque envelope..

### **III. Information Systems (IS) Security.**

a. Contractors using DARPA information systems, networks or computer resources will comply with the provisions of applicable DoD and DARPA Directives and Instructions governing their use.

b. Access to DARPA information systems is limited to Government Staff and approved contractor employees who have been issued the requisite system privileges, as well as meeting security clearance and Need-To-Know requirements for access to classified systems. Under no circumstance shall a visiting or assigned contractor employee and/or representative obtain access to, connect to, or otherwise interface with any DARPA information system (classified or unclassified) without prior written approval from the DARPA Information System Security Officer. This includes the attaching of unapproved laptops and other hardware peripherals to the DARPA Management Support System (DMSS) and stand-alone systems.

c. The use of wireless computer technology (Bluetooth, 802.11X, RF, etc) within the DARPA enclave is prohibited without explicit written permission from the DARPA Designated Approval Authority (DAA). (This includes both contractor or DARPA provided radio-frequency wireless devices and networks.)

d. Contractors will use DoD information systems only for authorized purposes and never for personal business or prohibited uses. Prohibited uses include placing, downloading, or storing material onto computers or conducting Internet searches or otherwise accessing or using sites containing, or using

government equipment and time to print, produce, or store material that society would consider to be pornographic, hate crime or gambling.

e. Contractors will not introduce or use unauthorized software, firmware, or hardware on any DoD information system, this includes the use of instant messaging software and peer-to-peer file sharing software.

f. Contractors will not unilaterally bypass, strain, or test information assurance mechanisms. If IA mechanisms must be bypassed, the contractor shall coordinate the procedure with the IAO and receive written approval from the IAM.

g. The loss, theft, destruction, or suspected compromise of any DARPA computer or computer system will be immediately reported to the Director, SID. The contractor shall establish a system to assure that any DARPA issued or owned electronic equipment (e.g. telephone, computer, etc.) is properly turned in to proper DARPA channels prior to the departure of their personnel.

#### **IV. Physical Security/Access Controls Procedures.**

a. DARPA will provide appropriate response to emergencies occurring within DARPA facilities. The Contractor will comply with all emergency rules and procedures established for DARPA.

b. All personnel assigned to or visiting DARPA facilities are subject to random inspections of their vehicles, personal items in their possession, and of their persons. Consent to these inspections is considered granted when personnel accept either a badge or a vehicle-parking pass that permits access into DARPA controlled facilities.

c. The DARPA SID Badge Office will issue either an "On-Site" or "Off-Site" Contractor identification badge to contractor personnel who are sponsored and authorized by their respective DARPA Office. Prior to badge issuance, a current copy of the DD 254 issued to either a Prime Contractor or Subcontractor, a current Visit Authorization Letter (VAL) must be on file, a DARPA Form 37, Badge Request, must be completed, and the personnel who are being issued the badge must have attended the Security Orientation Briefing. The preparation and submission of the necessary forms for obtaining a badge is the responsibility of the contractor. (See paragraph XV, DARPA SID Website Tools).

d. Contractor personnel not physically located/assigned to DARPA but who require frequent access to DARPA facilities in the performance of their

contract may be eligible for an Off-site Contractor identification badge. The procedures for obtaining this badge are the same as described above.

e. The respective DARPA Offices may at their discretion authorize the issuance of the On-Site identification badge for a period not to exceed the length of the basic contract or option period. The Director, SID, in consonance with the sponsoring DARPA office, will determine the expiration date for the Off-Site badge. Identification badges are the property of the U.S. Government and will be worn and used for official business only. Identification badges must be worn above the waist in plain sight at all times within DARPA facilities. Lost or misplaced badges must be immediately reported to SID (within one working day). Additionally, the FSO and the person to whom the badge is issued shall promptly report a name change, clearance level change, or transfer within DARPA offices, to the DARPA badge office. The contractor shall establish a system to assure that the DARPA badge office is promptly notified of such changes or when a person issued a DARPA badge is terminating employment with the company or is transferring within the company and will no longer need access to DARPA facilities. The need for transferring personnel to retain a DARPA badge shall be determined by the Director, SID. The contractor shall be responsible for assuring that the badges for such personnel are turned in to the DARPA badge office prior to their departure.

f. All classified visits by contractor personnel, On-Site, Off-Site, or other, require the submission of a VAL in accordance with the NISPOM. Visitors that are not issued On-Site or Off-Site badges must be processed through the DARPA Visitor Control Center and present a valid form of identification prior to each admittance to DARPA controlled areas. Such personnel shall be issued a DARPA visitor badge. The contractor VALs shall be mailed, or faxed to:

Defense Advanced Research Projects Agency  
Attn: Visitor Control Center  
3701 N. Fairfax Drive  
Arlington, VA 22203

Phone : (703)528-3902 Fax : (703)528-3655

g. The contractor shall establish a system to ensure prior notification to SID when visits to DARPA facilities by Foreign Nationals, to include those employed by the contractor, are desired. SID requests 30 days notice for foreign government representatives and 5 days notice for all other foreign visitors. The visit by a foreign national employee may require the possession of an Export Control License by the contractor and proof of such license may

be required before the visit is approved. A DARPA Form 60, U.S. Permanent Resident Card, and Foreign National Visit Request must be prepared and submitted for each foreign national visitor (See paragraph XV, DARPA SID Website Tools). The contractor shall ensure compliance with DARPA escort and badge requirements for foreign nationals.

#### **V. Security Compliance Inspections.**

DARPA SID personnel will conduct periodic inspections of DARPA facilities and off-site contractor facilities that are using DARPA computer systems. The contractor shall ensure that all contract personnel fully cooperate with DARPA SID representatives during these inspections. A report of the inspection will be forwarded, through appropriate contract channels, to the contractor and the appropriate contractor's COR. The contractor will take prompt action to correct identified deficiencies.

#### **VI. Reports.**

As required by the NISPOM, contractors are required to report events that impact their facility clearance (FCL), an employee's personnel clearance (PCL), the ability to properly safeguard classified information, or an indication that classified information has been lost or compromised. The Contractor will ensure that when such events impact, or potentially impact DARPA personnel, operations, or information, they are also promptly reported to the SID. Examples of such events include, but are not limited to the following:

- a. The denial, suspension or revocation of a security clearance of any assigned person, or the suspension, revocation or denial of a FCL connected to a DARPA contract.
- b. Any adverse information which would cast doubt on an assigned employee's continued suitability for continued access to classified information, material, or facilities;
- c. Any instance of loss or compromise, or suspected loss or compromise, of classified information;
- d. Actual, probable or possible espionage, sabotage, or subversive information;
- e. The loss, theft, or destruction of any DARPA issued or owned equipment or material.

#### **VII. Escort Policy**

The contractor shall establish a system to ensure compliance with DARPA's escort policy.

### **VIII. Special Considerations for DARPA Enclave Facilities.**

Any contractor occupied space within DARPA facilities will be used strictly for official business in support of DARPA efforts.

### **IX. Items Prohibited Within DARPA Facilities.**

a. Dangerous weapons, instruments or devices. This includes, but is not limited to, the following:

- Rifles, automatic rifles, machine guns, sub-machine guns, pistols, machine pistols, flare pistols, starter pistols, shotguns, compressed gas, air or spring fired pellet or "BB" guns, sling shots, blow guns, or any other device which uses gun powder, compressed gas or air, or spring tension to forcefully eject a projectile or other device which may injure someone;
- Daggers, switch blades, bow and arrows, spear guns, Hawaiian slings, power heads, fishing knives, scuba knives, or any knife with a blade longer than 2 ½ inches (Knives used for authorized construction and or repair efforts are excluded from this prohibition);
- Martial arts devices (throwing stars, nunchuks), stun guns, Tasers, brass knuckles, billy clubs, night sticks, pipe, bars, or mallets, or other similar devices capable of being used as a weapon;
- ☐ "Explosives" designed to, or having the capability to, cause death, serious bodily injury, or substantial material damage;
- ☐ "Other lethal devices" designed to or that have the capability to, cause death, serious bodily injury, or substantial damage to property through the release, dissemination, or impact of toxic chemicals, biological agents, or toxins or radiation or radioactive material;
- Any other item that may be used to inflict serious injury or death to another person or temporarily blind or disable an individual and which have not been specifically authorized by proper authority.

b. Explosive article or compound. This includes but is not limited to: ammunition for any of the small arms weapons mentioned as a dangerous weapon, including "blank" ammunition, gunpowder, Molotov cocktails, pipe bombs, grenades, pyrotechnics, fireworks or any other compound or article

which might violently react and cause injury not specifically authorized by proper authority.

**X. Contractor Check-Out Procedures**

The contractor shall establish a system to ensure a "check-out" procedure for all contract employees who have been issued a DARPA on-site or off-site badge. The system shall ensure that all badges, keys, classified documents, equipment, communications security equipment (COMSEC)/material, etc., are turned in to proper DARPA channels prior to the employee's departure or transfer. DARPA SID shall issue a form that shall be used by contractor personnel to record the checkout process. Appropriate DARPA functional shall verify the checkout by entries on the form (See paragraph XV, DARPA SID Website Tools).

**XI. Investigations and Inquiries**

DARPA SID personnel may be required to conduct various investigations or inquiries where contractor employees are or may be involved. The contractor shall ensure that all contract personnel fully cooperate with DARPA SID representatives during these efforts. Information and documents requested by DARPA SID representatives will be promptly provided and shall be provided in compliance with Federal and State law and regulation. A report of the inquiry or investigation will be forwarded, through appropriate contract channels, to the Contractor's employing facility and COR. The contractor will take prompt action to correct identified deficiencies and will provide a written report of the actions taken through contract channels to the Director, SID.

**XII. Clearance for Public Release**

All appropriate information resulting or derived from DARPA funded efforts that is intended for public release must be submitted for DARPA approval in accordance with DARPA Instruction 65, Clearance of DARPA Information for Public Release.

**XIII. Preparation of DD Forms 254**

a. Subcontracts. The contractor shall ensure that DARPA security requirements, to include the appropriate SCG, are flowed down to their subcontractors who are involved in DARPA efforts. A copy of all DD Forms 254 issued to subcontractors performing DARPA work will be provided to the Director, SID. Contractors will ensure that all DD Forms 254 are kept current.

b. **Employee Knowledge of Security Requirements.** The contractor shall assure that all of their employees who are assigned to support DARPA are thoroughly familiar with DARPA security requirements, particularly those detailed in this attachment.

#### **XIV. Foreign Travel**

SETA contractors who have been badged as "on-site" or "off-site" and who are traveling to foreign countries on behalf of DARPA shall submit a DARPA Form 53 to [foreign\\_travel@DARPA.mil](mailto:foreign_travel@DARPA.mil). The form shall be submitted not less than 45 days prior to travel and shall be completed as described on the form. The contractor shall also attend the mandatory briefings described on the form. (See paragraph XV, DARPA SID Website Tools.) This requirement does not relieve the contractor of security reporting requirements mandated by his or her organization.

#### **XV. DARPA SID Website Tools**

The SID maintains an internal (DARPA Intranet) and external (Internet) website. Forms referenced in this document, as well as other pertinent information, are provided on the websites.

#### **XVI. Contractor Security Education and Training Program**

The contractor shall ensure that all personnel assigned to support DARPA, and that are issued "on-site" and "off-site" badges by DARPA, are made aware of these and other DARPA security requirements.

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94-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2104

\*\*\*\*\*  
REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W.Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 35  
Date Of Revision: 05/23/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75

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01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	15.10
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	17.02
03042 - Computer Operator II	18.89
03043 - Computer Operator III	21.09
03044 - Computer Operator IV	23.35
03045 - Computer Operator V	19.64
03071 - Computer Programmer I (1)	23.33
03072 - Computer Programmer II (1)	27.62
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	22.73
05005 - Automotive Body Repairer, Fiberglass	17.88
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	18.95
05070 - Electrician, Automotive	15.69
05100 - Mobile Equipment Servicer	19.98
05130 - Motor Equipment Metal Mechanic	17.88
05160 - Motor Equipment Metal Worker	20.07
05190 - Motor Vehicle Mechanic	16.81
05220 - Motor Vehicle Mechanic Helper	17.88
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.95
05310 - Painter, Automotive	17.88
05340 - Radiator Repair Specialist	14.43
05370 - Tire Repairer	19.98
05400 - Transmission Repair Specialist	
07000 - Food Preparation and Service Occupations	9.91
(not set) - Food Service Worker	12.25
07010 - Baker	11.53
07041 - Cook I	12.79
07042 - Cook II	9.76
07070 - Dishwasher	16.07
07130 - Meat Cutter	8.59
07250 - Waiter/waitress	
09000 - Furniture Maintenance and Repair Occupations	18.05
09010 - Electrostatic Spray Painter	12.55
09040 - Furniture Handler	18.05
09070 - Furniture Refinisher	13.85
09100 - Furniture Refinisher Helper	16.01
09110 - Furniture Repairer, Minor	18.05
09130 - Upholsterer	
11030 - General Services and Support Occupations	9.67
11030 - Cleaner, Vehicles	9.79
11060 - Elevator Operator	

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11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	

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21010 - Fuel Distribution System Operator		19.38
21020 - Material Coordinator		19.05
21030 - Material Expediter		19.05
21040 - Material Handling Laborer		11.50
21050 - Order Filler		13.21
21071 - Forklift Operator		16.04
21080 - Production Line Worker (Food Processing)		15.93
21100 - Shipping/Receiving Clerk		13.15
21130 - Shipping Packer		13.15
21140 - Store Worker I		9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		13.05
21210 - Tools and Parts Attendant		16.99
21400 - Warehouse Specialist		16.04
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic		22.24
23040 - Aircraft Mechanic Helper		14.71
23050 - Aircraft Quality Control Inspector		23.43
23060 - Aircraft Servicer		17.82
23070 - Aircraft Worker		18.09
23100 - Appliance Mechanic		18.95
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		24.68
23130 - Carpenter, Maintenance		18.95
23140 - Carpet Layer		17.80
23160 - Electrician, Maintenance		22.59
23181 - Electronics Technician, Maintenance I		19.42
23182 - Electronics Technician, Maintenance II		21.92
23183 - Electronics Technician, Maintenance III		23.87
23260 - Fabric Worker		16.61
23290 - Fire Alarm System Mechanic		19.98
23310 - Fire Extinguisher Repairer		15.69
23340 - Fuel Distribution System Mechanic		21.05
23370 - General Maintenance Worker		17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic		20.87
23430 - Heavy Equipment Mechanic		19.98
23440 - Heavy Equipment Operator		20.76
23460 - Instrument Mechanic		19.98
23470 - Laborer		14.27
23500 - Locksmith		18.95
23530 - Machinery Maintenance Mechanic		20.51
23550 - Machinist, Maintenance		21.52
23580 - Maintenance Trades Helper		14.54
23640 - Millwright		21.85
23700 - Office Appliance Repairer		18.95
23740 - Painter, Aircraft		21.29
23760 - Painter, Maintenance		18.95
23790 - Pipefitter, Maintenance		22.76
23800 - Plumber, Maintenance		20.99
23820 - Pneudraulic Systems Mechanic		19.98
23850 - Rigger		19.98
23870 - Scale Mechanic		17.88
23890 - Sheet-Metal Worker, Maintenance		19.98
23910 - Small Engine Mechanic		20.05
23930 - Telecommunication Mechanic I		22.21
23931 - Telecommunication Mechanic II		23.41
23950 - Telephone Lineman		22.21
23960 - Welder, Combination, Maintenance		19.98
23965 - Well Driller		19.98
23970 - Woodcraft Worker		19.98
23980 - Woodworker		15.32
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		11.58
24580 - Child Care Center Clerk		16.15

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24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30

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31000 - Transportation/ Mobile Equipment Operation Occupations	15.95
31030 - Bus Driver	8.62
31260 - Parking and Lot Attendant	13.45
31290 - Shuttle Bus Driver	12.71
31300 - Taxi Driver	13.89
31361 - Truckdriver, Light Truck	17.09
31362 - Truckdriver, Medium Truck	18.40
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	
99000 - Miscellaneous Occupations	10.47
99020 - Animal Caretaker	9.82
99030 - Cashier	12.35
99041 - Carnival Equipment Operator	13.30
99042 - Carnival Equipment Repairer	8.31
99043 - Carnival Worker	9.78
99050 - Desk Clerk	19.79
99095 - Embalmer	10.92
99300 - Lifeguard	24.77
99310 - Mortician	13.71
99350 - Park Attendant (Aide)	11.12
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	16.99
99500 - Recreation Specialist	15.47
99510 - Recycling Worker	11.08
99610 - Sales Clerk	11.37
99620 - School Crossing Guard (Crosswalk Attendant)	11.24
99630 - Sport Official	18.39
99658 - Survey Party Chief (Chief of Party)	17.48
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.43
99660 - Surveying Aide	13.93
99690 - Swimming Pool Operator	10.73
99720 - Vending Machine Attendant	13.93
99730 - Vending Machine Repairer	11.34
99740 - Vending Machine Repairer Helper	

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.01 per hour or \$120.40 per week or \$521.73 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

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at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the wage Attachment Number 5 - Page 7

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and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

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the  
request.

- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>R</b>	PAGE OF PAGES <b>1   3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>	3. EFFECTIVE DATE <b>12-Dec-2006</b>	4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>	5. PROJECT NO. (If applicable)		
6. ISSUED BY  DARPA CMO ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE <b>HR0011</b>	7. ADMINISTERED BY (If other than item 6)  DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>  SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  BETA ANALYTICS, INCORPORATED A DIVISION OF ANALEX CORPORATION 2677 PROSPERITY AVENUE #400 FAIRFAX VA 22031				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HR0011-06-C-0127</b>	
				X 10B. DATED (SEE ITEM 13) <b>19-Jul-2006</b>	
CODE <b>3Y646</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>IAW FAR Part 52.232-22 "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>jw uest07217</b> <b>SEE SCHEDULE</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  MICHAEL MUTTY / PCO TEL: 1-571-218-4588 EMAIL: Michael.Mutty@DARPA.mil		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>12-Dec-2006</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

In order to add incremental funding to fully fund the Total Estimated Cost and Base Fee, Contract HR0011-06-C-0127 is hereby modified as follows:

## SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00103					
	COST				
	FOB: Destination				
	AO No. W079/03				
				ESTIMATED COST	\$0.00
	ACRN AC				\$5,521,135.00
	CIN: 00000000000000000000000000000000				

SUBCLIN 000202 is added as follows:

ITEM NO	AMOUNT
000202	
AO No. W079/03	
ACRN AC	\$810,783.00

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,331,918.00 from \$5,005,782.00 to \$11,337,700.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 9760400 1320 W079 P6310 2525 DPAC 6 5312 S12136 62383E

Increase: \$5,521,135.00

Total: \$5,521,135.00

SUBCLIN 000202:

Funding on SUBCLIN 000202 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 9760400 1320 W079 P6310 2525 DPAC 6 5312 S12136 62383E

Increase: \$810,783.00

Total: \$810,783.00

The Total Estimated Cost, Base Fee, Maximum Award Fee, and all other terms and conditions of Contract HR0011-06-C-0127 remain unchanged.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>R</b>		PAGE OF PAGES <b>1   7</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00002</b>		3. EFFECTIVE DATE <b>04-Jan-2007</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE <b>HR0011</b>		7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>  SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BETA ANALYTICS, INCORPORATED A DIVISION OF ANALEX CORPORATION 2677 PROSPERITY AVENUE #400 FAIRFAX VA 22031				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HR0011-06-C-0127</b>			
				X 10B. DATED (SEE ITEM 13) <b>19-Jul-2006</b>			
CODE <b>3Y646</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<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.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>IAW FAR 52.232-22 "Limitations of Funds"</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>wwargo06857</b> <b>SEE SCHEDULE</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MUTTY / PCO TEL: 1-571-218-4588 EMAIL: Michael.Mutty@DARPA.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <b>04-Jan-2007</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000203 is added as follows:

ITEM NO	AMOUNT
000203	
AO No. W079/01, 02	
ACRN AD	\$264,681.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$264,681.00 from \$11,337,700.00 to \$11,602,381.00.

SUBCLIN 000203:

Funding on SUBCLIN 000203 is initiated as follows:

ACRN: AD

CIN: 00000000000000000000000000000000

Acctng Data: 9760400 1320 W079 P6R10 2525 DPAC 6 5312 S12136 65898E

Increase: \$264,681.00

Total: \$264,681.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

#### H-1 Contracting Officer

Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

#### H-2 Type of Contract

This is a Cost-Plus-Award-Fee (CPAF) (completion) contract.

#### H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the COR. All reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor.

(b) When submitting material for clearance for open publication, the Contractor must furnish DARPA Technical Information Officer, 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (703) 526-4163 with five copies and allow four weeks for processing. Viewgraph presentations must be accompanied with a written text. Whenever a paper is to be presented at a meeting, the Contractor must indicate the exact dates of the meeting or the Contractor's date deadline for submitting the material.

#### H-4 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are the personnel in the table below who were identified in the proposal for participation in one of the five Key Personnel positions defined in Section C.9.3.

<u>RFP Labor Category</u>	<u>Name</u>
Program Manager (K)	(b)(4)
Deputy Program Manager (K)	
Deputy Program Manager (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Functional Area Leads/Supervisors (K)	
Plans, Policies, Procedures Specialist (K)	
Security Training Specialist (K)	

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

#### H-5 Restrictions on Printing

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

#### H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 04 MAR 2006 are incorporated herein by reference.

#### H-7 Insurance Schedule

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

#### H-8 Travel

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

(b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to the minimum required to meet the objectives of the contract, and substantial deviations from the amount of travel agreed to during contract negotiation shall not be made without the authorization of the Contracting Officer.

When applicable, the Contractor shall notify the COR of proposed travel of an employee beyond that agreed to during negotiations.

(c) The following items shall not be charged as a direct cost under this contract:

- (1) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35, or
- (2) the following travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands,
- commuting to and from work,
- daily onsite parking, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

(e) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least forty-five (45) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

#### H-9 Government Furnished Property/Facilities and Services

(a) In accordance with the Section I contract clause entitled "Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts)", the following property, facilities and/or services shall be provided for use in the performance of this contract.

(b) The Government will provide office space for the direct labor categories assigned to this contract, as defined in Section C.9.3.

(c) The Government will furnish each individual assigned to tasks under the contract proper identification (access badge) to allow entry to and departure from Government facilities.

(d) The Government will furnish workspace and equipment (e.g., personal computers, telephones, miscellaneous office supplies) suitable for the performance of the contract to on-government-site contractor personnel.

(e) The Government will provide cellular phones and Blackberry devices as well as those device's subscription services to contractor personnel on an as-required basis, as determined by the Contracting Officer's Representative.

(f) The Government will provide the contractor with any preexisting documentation as Government-furnished information (GFI). The Government will retain ownership of all GFI provided to the contractor, and will assume ownership of all documentation and deliverables submitted to the Government by the contractor in performance of the contract.

(g) The accountability of the Government Furnished Property described in Attachment Number 2 will be transferred to this contract at date of award.

#### H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

(b)(4)



(b)(4)

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph 1.

#### H-11 Small Business Subcontracting Plan and Goals

The Contractor's Small Business Subcontracting Plan, dated 16 MAR 2006, is incorporated herein and made a part of this contract by reference.

#### H-12 Organizational Conflict of Interest

(a) Purpose: The primary purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related 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) by virtue of its access to proprietary information belonging to others, the contractor does not obtain any unfair competitive advantage.

(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, cosponsor, joint venturer, consultant, or in any similar capacity.

The Government has determined that as a result of this award an organizational conflict of interest has been created and therefore, the Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which involved:

- 1) Informational technology support for DARPA's Office of Management Operations;
- 2) Informational Assurance Support for DARPA's Office of Management Operations;
- 3) Scientific & Engineering Technical Assistant (SETA) for any of DARPA's Technical/Program Offices; and
- 4) DARPA-funded Research and Development contracts, grants or other transactions.

(c) Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. 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 conflict or interest as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflict(s).

#### (e) Remedies and Waiver

(1) For breach of any of the above restrictions or for nondisclosure 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 therefore), subsequent to contract award, the Contracting Officer may terminate this contract for convenience of the Government 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 Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

(f) Modification: Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall be required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

#### H-13 Removal From Project Access

- (a) When employees are removed from positions, for any reason, the Contractor shall:
  - (1) Revoke all access authorizations
  - (2) Retrieve all specific keys and badges
  - (3) Change the combinations on all locks to which the employee had access
  - (4) Review the employee's obligations to the organization
  - (5) Notify appropriate DARPA security officials of the removal action.
- (b) For all access terminations, the Contractor shall:
  - (1) Follow the Checklist for Employee Termination
  - (2) Assure that the departing employee either completes all assigned tasks or briefs the replacement on the requirements and status of ongoing tasks
  - (3) Determine the employee's access termination date
  - (4) Immediately notify the assigned SID Systems Manager(s) if access termination is for cause and request an immediate revocation of access
  - (5) Complete the Manager's Checklist for Employee Termination and forward the checklist to the Project Manager
  - (6) Review with employee their obligation to protect related data
  - (7) Assure that the employee completes the Access Termination Statement.

#### H-14 Security Requirements

The security requirements for this contract are specified in Section C.8.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>R</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00003</b>		3. EFFECTIVE DATE <b>17-Jan-2007</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE <b>HR0011</b>		7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>  SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BETA ANALYTICS, INCORPORATED A DIVISION OF ANALEX CORPORATION 2677 PROSPERITY AVENUE #400 FAIRFAX VA 22031				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HR0011-06-C-0127</b>			
				X 10B. DATED (SEE ITEM 13) <b>19-Jul-2006</b>			
CODE <b>3Y646</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<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) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>IAW Attachment 1A and Fee Plan</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>jwuest07340</b> <b>SEE SCHEDULE</b>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MUTTY / PCO TEL: 1-571-218-4588 EMAIL: Michael.Mutty@DARPA.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <b>17-Jan-2007</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to provide \$155,493.11 for the award fee associated with the subject contract for the award fee period of July 27, 2006 through October 27, 2006. CLIN 000104 is hereby incorporated to add the \$155,493.11 to the contract. All other terms and conditions remain in full force and effect.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Funding of Award Fee 27 Jul -27 Oct 2006				
	CPAF				
	Funding for Award Fee for the Fee Period of 27 July to 27 October 2006.				
	FOB: Destination				
	AO No. W079/04				
				ESTIMATED COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL EST COST + BASE	\$0.00
				MAX AWARD FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AD				
	CIN: 00000000000000000000000000000000				\$155,493.11

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$155,493.11 from \$11,602,381.00 to \$11,757,874.11.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AD

CIN: 00000000000000000000000000000000

Acctng Data: 9760400 1320 W079 P6R10 2525 DPAC 6 5312 S12136 65898E

Increase: \$155,493.11

Total: \$155,493.11

(End of Summary of Changes)

HR0011-06-C-0127

P00003

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>R</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>22-Jan-2007</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: MICHAEL MUTTY 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE <b>HR0011</b>		7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE <b>S2404A</b>  SCD: C	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BETA ANALYTICS, INCORPORATED A DIVISION OF ANALEX CORPORATION 2677 PROSPERITY AVENUE #400 FAIRFAX VA 22031				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HR0011-06-C-0127</b>			
				X 10B. DATED (SEE ITEM 13) <b>19-Jul-2006</b>			
CODE <b>3Y646</b>				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<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.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) IAW FAR 52.243-4 -- "Changes"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>jw uest07372</b> See Schedule							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MUTTY / PCO TEL: 1-571-218-4588 EMAIL: Michael.Mutty@DARPA.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <b>22-Jan-2007</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

In order to amend the Award Fee Plan effective as of the 3<sup>rd</sup> Quarter Evaluation Period (28 January 2007 – 28 April 200) and subsequent award fee periods (unless and until otherwise modified); and change the Contracting Officer (COR) Representative and Alternate/Backup COR pursuant to the authority of the "Changes" clause, contract HR0011-06-C-0127 is hereby modified as follows:

1. Attachment (1), Award Fee Plan is revised as follows:

- (a) In the SOW column of the table in paragraph 1 of Section D, correct 3.3.3.2 to read 3.3.2.2.
- (b) In the SOW and EVALUATION CATEGORIES columns of the table in paragraph 1 of Section D, add 3.3.12 Meeting Attendance.
- (c) In the "SOW Section of the table in paragraph 1 of Section D, renumber row 3.3.12, "Emergency Management and Response" to row 3.3.13.
- (d) Revise subparagraph 2. d. of Section D to read as follows: "Does the contractor's staff hold the proper clearance level, eligibilities for appropriate accesses, to include government waivers, and meet all of the operational requirements which includes security requirements establishes in Section 8 of the SOW?"
- (e) Revise subparagraph 2. e. of Section D to read as follows: "Does the contractor's staff meet, which includes government waivers, the requisite education, experience, certifications and technical competence as outlined in Section 9—Personnel Requirements of the SOW?"
- (f) Delete subparagraph 2. m. of Section D in its entirety.

2. Revise paragraph (b) of Section F-3 to read as follows:

(b) DARPA/SID  
Attn: Judy Baron, Contracting Officer's Representative  
3701 North Fairfax Drive  
Arlington, VA 22203  
Email: [Judy.Baron@darpa.mil](mailto:Judy.Baron@darpa.mil)  
(one copy each report)

3. Revise the first sentence of subsection (a) of Section G-4 to read as follows:

"(a) Performance of work under this contract shall be subject to the technical directions of the Contracting Officer's Representative (COR): Judy Baron, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone (571) 218-4370, email: [Judy.Baron@darpa.mil](mailto:Judy.Baron@darpa.mil)."

4. Revise the last sentence of subsection (a) to read as follows:

"The Alternate/Backup COR is: Robert Lupei, 3701 North Fairfax Drive, Arlington, VA 22203-1714, Telephone: (571) 218-4689, Email: [Robert.Lupei@darpa.mil](mailto:Robert.Lupei@darpa.mil)."

The total Estimated Cost, Base Fee, Maximum Award Fee and all other terms and conditions of Contract HR0011-06-C-0127 remain unchanged.

(End of Summary of Changes)