

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 28	
2. CONTRACT (Proc. Inv. Ident.) NO. HRO011-08-C-0019		3. EFFECTIVE DATE 17 Jan 08		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. AD0010			
5. ISSUED BY DARPA CMO ATTN: MICHAEL D. BLACKSTONE 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HRO011		6. ADMINISTERED BY (If other than Item 5) DCMA TWIN CITIES B.H. WHIPPLE FEDERAL BLDG ROOM 1180 1 FEDERAL DRIVE FT. SNELLING MN 55111		CODE 82401A	
7. NAME AND ADDRESS OF CONTRACTOR (Firm, street, city, county, state and zip code) HONEYWELL 12001 STATE HIGHWAY 55 MINNEAPOLIS MN 55441-4789				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 27330		FACILITY CODE					
11. SHIP TO/MARK FOR SPAWAR SYSTEMS CENTER SAN DIEGO SCOTT RODGERS AGREEMENTS OFFICER'S REPRESENTATIVE 63460 POW STREET, CODE 2803 SAN DIEGO CA 92162		CODE HRO001		12. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HRO038	
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							\$4,652,742.00
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	25 - 27		
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	5 - 8	X J	LIST OF ATTACHMENTS	28		
X D	PACKAGING AND MARKING	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X E	INSPECTION AND ACCEPTANCE	10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X F	DELIVERIES OR PERFORMANCE	11 - 13	L	INSTRS. CONDS. AND NOTICES TO OFFERORS			
X G	CONTRACT ADMINISTRATION DATA	14 - 16	M	EVALUATION FACTORS FOR AWARD			
X H	SPECIAL CONTRACT REQUIREMENTS	17 - 22					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the 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 below.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number			
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				20A. NAME AND TITLE OF CONTRACTING OFFICER Michael D. Blackstone PEO TEL: 571-218-4804 MAIL: Michael.Blackstone@arpa.mil			
19B. NAME OF CONTRACTOR (b)(6)		19C. DATE SIGNED 17 JAN 08		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 11/17/08	
BY (Signature of person authorized to sign)				BY (Signature of person authorized to sign)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0001

COUGAR Phase 1

CS

The contractor shall conduct the COUGAR Phase 1 research in accordance with the Honeywell Laboratories COUGAR Proposal dtd 27 Sept 2007, to include the associated Statement of Work (SOW) included as attachment 1 herein. Data deliverables/reports will be provided in accordance with Sections C and F. See "Estimated Cost and Cost Share" clause at Section B-1.

FOB: Destination

ESTIMATED COST

\$4,652,742.00

[REDACTED] - See Section B-1

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

000101

Funding for Phase 1

CS

FOB: Destination

AO No. X040/10

ESTIMATED COST

\$0.00

[REDACTED] - See Section B-1

ACRN AA

\$3,850,000.00

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002	COUGAR Phase 2 (Option 1)	(b)(4)	(b)(4)	\$7,342,153.00

The contractor shall conduct the COUGAR Phase 2 research in accordance with the Honeywell Laboratories COUGAR Proposal dtd 27 Sept 2007, to include the associated Statement of Work (SOW) included as attachment 1 herein. Data deliverables/reports will be provided in accordance with Sections C and F.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0003	COUGAR Phase 3 (Option 2)	(b)(4)	(b)(4)	\$7,139,288.00

The contractor shall conduct the COUGAR Phase 3 research in accordance with the Honeywell Laboratories COUGAR Proposal dtd 27 Sept 2007, to include the associated Statement of Work (SOW) included as attachment 1 herein. Data deliverables/reports will be provided in accordance with Sections C and F.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0004	COUGAR Phase 4 (Option 3)			\$9,343,572.00

The contractor shall conduct the COUGAR Phase 4 research in accordance with the Honeywell Laboratories COUGAR Proposal dtd 27 Sept 2007, to include the associated Statement of Work (SOW) included as attachment 1 herein. Data deliverables/reports will be provided in accordance with Sections C and F.

B-1 Estimated Cost and Cost-Sharing (CLIN 0001)



Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001, as well as those CLINs corresponding to any exercised Option(s) (0002, 0003, and 0004 as applicable), in accordance with the Statement of Work dated 14 December 2007, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "Compact Ultra-Stable Gyro for Absolute Reference (COUGAR)", dated 27 September 2007, which is made a part of this contract by reference.

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

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT (MONTHLY)

This brief narrative, not to exceed five pages in length, shall contain the following:

- (i) For first report only, the date work actually started.
- (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
- (iii) Planned activities and milestones for the next reporting period.
- (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
- (v) Notification of any changes in key personnel associated with the contract during the reporting period.
- (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- (vii) Summary of all problems or areas of concern.
- (viii) Related accomplishments since last report.
- (ix) Fiscal status, to include reporting of summary level financial data in the following format:
(next page)

R&D STATUS REPORT
PROGRAM FINANCIAL STATUS

Work Breakdown		Cumulative to Date			At Completion	
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks
Subtotal: _____						
Management Reserve: _____						
Or Unallocated Resources: _____						
TOTAL: _____						

Note: Budget at completion changes only with the amount of any scope changes. (Not affected by underrun or overrun)

Based on currently authorized work:

Is current funding sufficient for the current fiscal year (FY)? (Explain in narrative if "NO")

YES NO

What is the next FY funding requirement at current anticipated levels?

\$ _____

Have you included in the report narrative any explanation of the above data and are they cross-referenced?

YES NO

(2) FINAL REPORT

This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

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

The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research
Standard Form 298, September 1988

(b) Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

(c) Bulky Reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

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

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

Sponsored by
Defense Advanced Research Projects Agency
Microsystems Technology Office (MTO)
Program: COUGAR
Issued by DARPA/CMO under Contract No. HR0011-08-C-0019

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

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

(3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.

(4) Distribution Statement B applies.

"Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological Information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil."

(e) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES

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

(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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

Use of the DD250 is required only for submission of the Program Final report.
(end of clause)

CLAUSES INCORPORATED BY REFERENCE

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	20 mths. ADC		SPAWAR SYSTEMS CENTER SAN DIEGO SCOTT RODGERS AGREEMENTS OFFICER'S REPRESENTATIVE 53490 DOW STREET, CODE 2853 SAN DIEGO CA 92152 619-553-0323 FOB: Destination	N66001
000101	N/A	N/A	N/A	N/A
0002	34 mths. ADC		SPAWAR SYSTEMS CENTER SAN DIEGO SCOTT RODGERS AGREEMENTS OFFICER'S REPRESENTATIVE 53490 DOW STREET, CODE 2853 SAN DIEGO CA 92152 619-553-0323 FOB: Destination	N66001
0003	47 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001
0004	60 mths. ADC		(SAME AS PREVIOUS LOCATION) FOB: Destination	N66001

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

(a) The term of the contract commences on 18 January 2008 and continues through 17 September 2009 (20 months).

(b) The period of performance for Option 1, as set forth in CLIN 0002 shall be from 18 September 2009 and continue through 17 November 2010 (14 months), if exercised.

(c) The period of performance for Option 2, as set forth in CLIN 0003 shall be from 18 November 2010 and continue through 17 December 2011 (13 months), if exercised.

(d) The period of performance for Option 3, as set forth in CLIN 0004 shall be from 18 December 2011 and continue through 17 January 2013 (13 months), if exercised.

(end of clause)

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

Item No.	Description	Due Date (on or before)
0001	Interim Reports	Monthly IAW Section C-2
0001	Phase I Final Report	10 September 2009
0001	Additional Misc. Deliverables	As required IAW Section C-2
0002	Interim Reports	Monthly IAW Section C-2
0002	Phase II Final Report	NLT 10 calendar days prior to end of
	(Inclusive of Phase I & II)	Phase 2 contract POP
0002	Additional Misc. Deliverables	As required IAW Section C-2
0003	Interim Reports	Monthly IAW Section C-2
0003	Phase III Final Report	NLT 10 calendar days prior to end of
	(Inclusive of Phase I, II & III)	Phase 3 contract POP
0003	Additional Misc. Deliverables	As required IAW Section C-2
0004	Interim Reports	Monthly IAW Section C-2
0004	Program Final Report	NLT 10 calendar days prior to end of
	(Inclusive of Phase I, II, III, & IV)	Phase 4 contract POP
0004	Additional Misc. Deliverables	As required IAW Section C-2

(end of clause)

F-3 Report Distribution

(a) DARPA/MTO

Attn: Steve Pappert

3701 North Fairfax Drive

Arlington, VA 22203-1714

Email: (Steve.Pappert@darpa.mil)

(one copy each report)

(b) DARPA/MTO

Attn: ADPM

3701 North Fairfax Drive

Arlington, VA 22203-1714

(one copy each report)

(c) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Technical Report)

(d) Defense Technical Information Center

(1) Email: TR@dtic.mil
(one electronic copy of the Program Final Technical Report, if unclassified)

OR

(2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Program Final Technical Report if unclassified)

(e) DARPA/CMO
Attn: Michael Blackstone
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Michael.Blackstone@darpa.mil
(one copy each report)

(f) COR
Scott Rodgers
SPAWAR
53490 Dow St, Code 2853
San Diego, CA 92152
619-553-0323
Email Scott.rodgers1@navy.mil
(end of clause)

Note 1: (a) through (f) - submissions of unclassified materials only. Submission of classified material shall be coordinated through DARPA SID and/or the DARPA Program Manager in accordance with the attached DD254.

Note 2: For the Final Technical Report(s), the Contractor must also comply with the distribution requirements of DFARS 252-235-7011, as applicable.

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: 9770400 1320 X040 P7V20 2525 DPAC 7 5365 S12136 63768E
AMOUNT: \$3,850,000.00
CIN 00000000000000000000000000000000: \$3,850,000.00

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

G-1 Procuring Office Representative

- (a) The Procuring Office Representative is Michael D. Blackstone, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4804, e-mail: Michael.Blackstone@darpa.mil.

(b) 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.

(end of clause)

G-2 Electronic Submission of Payment Requests

- (a) A "Cost Voucher" document identified by contract number shall be submitted for payment directly via the Internet to Wide Area Workflow (WAWF) at <https://wawf.eb.mil>. Supporting details for the cost voucher shall be attached to the WAWF "Cost Voucher" document.

(1) For the Issue By DoDAAC enter HR0011.

(2) For the Admin DoDAAC fields, enter S2401A.

(3) For the Service Approver fields, enter HR0011 and Extension [01]. Leave Blank except for input of DD250 for Final Report unless otherwise directed by DCMA.

- (4) For the DCAA Auditor DoDAAC fields enter HAA240.
- (5) Leave the LPO DoDAAC field blank.
- (b) Final cost vouchers shall be submitted for review and approval to DCAA:

Minneapolis Branch Office- 03541
250 Marquette Avenue
Suite 525
Minneapolis, MN 55401 **DoDAAC: HAA240**
Phone No: 612-343-7750
Fax No: 612-343-7774
E-mail: dcaa-fao3541@dcaa.mn

Note 1: Final Cost Voucher Submission: The Contractor shall send an email notification to DCAA by clicking on the "Send More Email Notifications" link upon submission of the final voucher in WAWF.

Note 2: If necessary to ensure the proper processing/payment of vouchers, the Contractor shall adhere to administrative direction provided from DCMA.
(end of clause)

G-3 Delegation of Authority for Contract Administration

- (a) DCMA Twin Cities (S2401A), is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
(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 Scott Rodgers, SPAWAR, 53490 Dow St, Code 2853, San Diego, CA 92152, Phone: 619-553-0323, Email: Scott.rodgers1@navy.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.

- (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

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) This contract shall be subject to incremental funding with \$3,850,000 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 15 September 2009. 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 \$3,850,000 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

Phase	CLIN	Funding Provided to Date	Funding Period of Performance End Date
1	0001	\$3,850,000	15 September 2009
2	0002	TBD	TBD
3	0003	TBD	TBD
4	0004	TBD	TBD

(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 fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract.

(a) This is a Cost Share (CLIN 0001 only) and Cost-Plus-Fixed-Fee completion (CLIN 0002, 0003, and 0004) contract.
(end of clause)

H-2 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 DARPA Technical Information Officer (DARPA/TIO). All technical 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. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

(c) See also Section I, Clause 252.232-7010 "Acknowledgement of Support and Disclaimer."
(end of clause)

H-3 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:

(b)(4)



(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.

(end of clause)

H-4 Restrictions on Printing

(a) 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, 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.

(end of clause)

H-5 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 30 October 2007 (ORCA) and 4 December 2007 are incorporated herein by reference.

(end of clause)

H-6 Insurance Schedule

(a) 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.

(end of clause)

H-7 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) 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.

(d) 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.

(end of clause)

H-8 Metric System

- (a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.
 - (b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.
 - (c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.
 - (d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.
 - (e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.
 - (f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.
 - (g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.
- (end of clause)

H-9 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)



*The Government reserves the right to request that Honeywell provide the information discussed at FAR 52.244-2 for the subcontractors to further support the reasonableness of the subcontract proposals prior to the exercise of the Options.

- (b) Approval must be obtained from the Administrative Contracting Officer to increase/decrease the use of the above listed subcontractors by greater than 5% from the level established in subparagraph (a). In accordance with FAR 52.244-2 (8/98), consent is hereby granted for any other necessary subcontracts.
- (end of clause)

H-10 Small Business Subcontracting Plan and Goals

(a) The Contractor's Small Business Subcontracting Plan, dated 14 December 2007, is incorporated herein and made a part of this contract by reference.

(end of clause)

H-11 Government Furnished Property/Facilities and Services

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

<u>Need Date</u>	<u>QTY</u>	<u>PROPERTY NOMENCLATURE</u>	<u>DELIVERY TO</u>
NONE IDENTIFIED AT TIME OF AWARD.			

(end of clause)

H-12 Invention Disclosure Reports (DFARs 252.227-7038)

All written communications required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting (invention disclosures, patent disclosures, etc.) shall be accomplished using the i-Edison.gov reporting website (<https://s-edison.info.nih.gov/iEdison/>).

H-13 Contractor-Acquired Property (Special Test Equipment)

(a) The Contractor is authorized to acquire the following items of special test equipment which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
NONE IDENTIFIED AT TIME OF AWARD.	

(b) The costs incurred by the Contractor in acquiring the special test equipment listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the special test equipment does not exceed \$____. The Contractor shall have no obligation to acquire special test equipment and the Government shall have no obligation to reimburse any amount for special test equipment in excess of the amount set forth above unless the contract is amended to increase this amount.

(c) The special test equipment listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-05, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

(end of clause)

H-14 Contractor Acquired Property (IT)

(a) Performance of this contract will require use of the information technology (IT) resources listed below, acquisition of which (or equivalent) is hereby authorized:

<u>ITEM</u>	<u>TOTAL AMOUNT</u>
Dell Dedicated 64-bit computer [REDACTED]	[REDACTED]

Dell Computer	(b)(4)	(b)(4)
Dell T7400 Computer	(b)(4)	(b)(4)
TOTAL		(b)(4)

(b) The costs incurred by the Contractor in acquiring the IT listed in paragraph (a.) above shall be considered allowable costs under the contract provided that the total net amount of the IT does not exceed \$13,209. The Contractor shall have no obligation to acquire IT and the Government shall have no obligation to reimburse any amount for IT in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The IT resources listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-1, incorporated in Section I.

(d) The Contractor shall not use Contractor acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

(end of clause)

H-15 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. 2.

(end of clause)

H-16 Consultants

(a) The contractor is authorized to use the following consultants to the extent indicated:

(b)(4)

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (a.).

(end of clause)

H-17 Export Control Clause

Should this project develop beyond fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community) with military or dual-use applications the following apply:

(a) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	NOV 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	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	SEP 2007
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	DEC 2006
252.211-7007	Item Unique Identification of Government Property	SEP 2007
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	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)	JAN 2007
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

52.216-12 COST-SHARING CONTRACT--NO FEE (APR 1984)

- (a) The Government shall not pay to the Contractor a fee for performing this contract.
- (b) After paying 80 percent of the Government's share of the total estimated cost of performance shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the Government's share of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

(End of clause)

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 30 Days (insert the period of time within which the Contracting Officer may exercise the option); 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 60 months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

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

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

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Defense Advanced Research Projects Agency (DARPA) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. HR0011-08-C-0019. This may be confirmed by contacting the Administrative Contracting Officer at DCMA Twin Cities"

(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>

(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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) 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	PAGES	DATE
Statement of Work	9	14 December 2007
Intellectual Property Restrictions	3	4 December 2007
COR Letter	3	8 January 2008

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)

CONTRACT FOR COUGAR PROGRAM

HR0011-08-C-0019

ATTACHMENT 1

STATEMENT OF WORK

9 PAGES WITHHELD

FOIA EXEMPTION (b)(3), 22 USC 2278(e)

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

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

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)

CONTRACT FOR COUGAR PROGRAM

HR0011-08-C-0019

ATTACHMENT 2

IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT USE,
RELEASE OR DISCLOSURE OF TECHNICAL DATA OR COMPUTER SOFTWARE

2 PAGES WITHHELD

FOIA EXEMPTION (b)(4)

Contract No. HR0011-08-C-0019

Attachment (3)

COR Memo



DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VA 22203-1714

FROM: DARPA, Contracts Management Office

TO: Scott Rodgers, SPAWAR

SUBJECT: Appointment as Contracting Officer's Representative (COR)

1. You are hereby appointed as the Contracting Officer's Representative for:

Contract Number: HR0011-08-C-0019

Contractor: Honeywell Laboratories
12001 State Highway 55
Plymouth, MN 55441

2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:

a. Furnish plans, schedules, specification, descriptions, and other documents to the contractor as required by the contract.

b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the Contracting Officer for resolution.

c. Provide government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.

d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the Contracting Officer: failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

3. You are not authorized to delegate these duties and responsibilities.

4. In your dealings with the contractor you must not give technical direction as though the contractor's employees are government employees. You must maintain a formal, arms-length relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a government facility, then, to the maximum extent practicable, the contractor's work area should be physically separated from

Subj: Appointment as Contracting Officer's Representative (COR) - HR0011-08-C-0019

areas in which government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the government that a contractor be required to do anything that is not included in the contract.

5. You are responsible for providing prompt notification to the Contracting Officer on any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.

6. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms or conditions of the basic contract, or to direct the accomplishment of effort which could exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the Contracting Officer. You shall also notify the contractor that if he or she believes that the COR's interpretation is erroneous, the contractor must notify the Contracting Officer in writing concerning the details of the contractor's position.

7. Specific duties in addition to those above are as follows:

- a. Control all government technical interface with the contractor.
- b. Ensure that copies of government technical correspondence are forwarded to the Contracting Officer for placement in the contract file unless otherwise posted to TFIMS by the contractor in accordance with the contract.
- c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the government or the contractor) to the Contracting Officer for appropriate action.
- d. Review invoices submitted through WAWF.
- e. Provide required review of Patent/Invention Disclosures made in I-Edison (<http://www.iedison.gov>).
- f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:
 - Reports required per the contract, e.g. interim and final technical or patent reports
 - Memoranda for Record documenting important contract discussions
 - Records of formal meetings, e.g. post award conference, program reviews, etc.

Subj: Appointment as Contracting Officer's Representative (COR) - HR0011-08-C-0019

g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.

8. We are in receipt of your COR Training certification from your completion of DAU CLC 106, "Contracting Officer Representative with a Mission Focus," dated 31 August 2006.

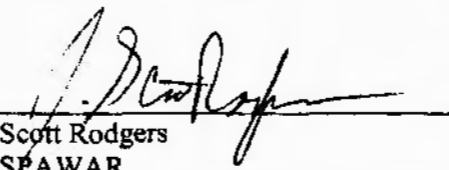
9. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

10. Your appointment as COR for this effort expires upon final disposition of the contract.

(b)(6)

Michael D. Blackstone
Contracting Officer
Contracts Management Office

1/10/08
Date


Scott Rodgers
SPAWAR
Contracting Officer's Representative

1/11/08
Date