

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   24	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>HR0011-10-C-0143</b>		3. EFFECTIVE DATE 28 Jun 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. Y142/01			
5. ISSUED BY DARPA CMO ATTN: CHRISTOPHER GLISTA 3701 N. FAIRFAX DR. ARLINGTON VA 22203		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA PRATT AND WHITNEY 400 MAIN STREET MS 115-62 EAST HARTFORD CT 06108-0969		CODE S0708A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) UNITED TECHNOLOGIES CORPORATION 400 MAIN ST EAST HARTFORD CT 06108-0968				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT MA			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>	
CODE 52661		FACILITY CODE					
11. SHIP TO/MARK FOR AFRL/RZT LT. COL. DAVID HOPPER 1950 5TH STREET WPAFB OH 45433		CODE FA8650	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266		CODE HQ0337		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$33,866,773.00</b>	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17 - 24
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	3 - 5	X	J	LIST OF ATTACHMENTS	24
X	D	PACKAGING AND MARKING	6	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	8 - 9		L INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	10 - 12	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	13 - 16				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] 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. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER STUARD, NATALY / PCO TEL: _____ EMAIL: Tina.Stuard@darpa.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		28-Jun-2010	

## Section B - Supplies or Services and Prices

<u>CONTRACT LINE</u> <u>ITEM NO. (CLIN)</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED</u> <u>COST</u>	<u>FIXED</u> <u>FEE</u>	<u>TOTAL</u> <u>ESTIMATED</u> <u>COST PLUS</u> <u>FIXED FEE</u>
0001	Vulcan Program, Phase II  The Contractor shall perform the Vulcan Program, Phase II in accordance with Attachment No. 1 - Statement of Work, and Section C-1 of the Contract. Technical data, reports, and other deliverables are not separately priced and shall be provided to the Government in accordance with Sections C-2, F-2, F-3, and Attachment No. 1 of the Contract.			\$33,866,773.00
000101	Funding for CLIN 0001 AO No. Y142/01 ACRN AA: \$15,250,000.00			

CLAUSES INCORPORATED BY FULL TEXT

(a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Number (CLIN) 0001 in accordance with the Statement of Work for Vulcan Program, Phase II. A copy of the Statement of Work is incorporated into the Contract as Attachment No. 1.

(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:

- (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:

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. 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 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, August 1998

(3) EARNED VALUE MANAGEMENT SYSTEM (EVMS) REPORTING REQUIREMENT. The Contractor shall fulfill the EVMS Cost Performance Reporting (CPR) requirement in accordance with DFARS 252.234-7002. Specifically, the current and cumulative variances to be reported in Format 5 (Variance Analyses Report) shall be required if variance exceeds plus or minus 10% and \$100,000.

(4) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES. The Contractor shall also deliver those items listed in the Contract Attachment No. 1 - Statement of Work, as applicable. The Contractor shall adhere to the schedule, as applicable, contained in the Statement of Work. Presentation materials (hard and soft copy) for all briefings given to the Government shall be provided in the Contractor's format.

(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 shall have the following citation:

Sponsored by  
Defense Advanced Research Projects Agency  
Tactical Technology Office (TTO)  
Program: Vulcan Program, Phase II  
Issued by DARPA/CMO under Contract No. HR0011-10-C-0143

(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) The Final Technical Report for Phase II 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 Office via email at PRC@darpa.mil.”

*Note to Contractor: In accordance with the applicable Data Rights clauses(s), all proprietary information within the data deliverables shall be clearly identified/marked as such for each such occurrence (use of footnotes, or similar forms of reference, for purposes of such identification is encouraged).*

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.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

E-1 Inspection and Acceptance

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

(b) Use of the DD 250 is required for submission of the Final Report only.

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## Section F - Deliveries or Performance

## 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 basic Contract, CLIN 0001, commences on June 28, 2010 and continues through June 27, 2012.

F-2 Reports and Other Deliverables

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:

<u>Description</u>	<u>Due Date</u>
R&D Status Report	On a monthly basis, within fifteen (15) days after the end of the previous reporting month
EVMS Report(s)	On a quarterly basis, 25th day of the month
Final Report	Upon completion of the Contract
Additional Miscellaneous Data Deliverables	See Attachment No. 1 - Statement of Work

F-3 Report Distribution

- (a) DARPA/Tactical Technology Office (TTO)  
 ATTN: Dr. Thomas Bussing  
 3701 North Fairfax Drive  
 Arlington, VA 22203-1714  
 Email: thomas.bussing@darpa.mil  
 (one copy of every report and deliverable)
- (b) DARPA/Tactical Technology Office (TTO)  
 ATTN: Assistant Director, Program Management (ADPM)  
 3701 North Fairfax Drive  
 Arlington, VA 22203-1714  
 Email: adpm-tto@darpa.mil  
 (one copy of the R&D Status Reports and Final Report)



- (c) LtCol David Hopper, Contracting Officer's Representative  
1950 5th Street  
WPAFB OH 45433  
Email: david.hopper2@wpafb.af.mil  
(one copy of every report and deliverable)
- (d) DARPA/Research Services  
3701 North Fairfax Drive  
Arlington, VA 22203-1714  
Email: ResearchServices@darpa.mil  
(one copy of the Final Report)
- (e) Defense Technical Information Center
  - (1) Email: TR@dtic.mil  
(one electronic copy of the Final 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 Final Report, if unclassified)
- (f) DARPA/Contracts Management Office (CMO)  
ATTN: Christopher L. Glista  
3701 North Fairfax Drive  
Arlington, VA 22203-1714  
Email: reportscg@darpa.mil  
(one copy of the R&D Status Reports and Final Report)

Note 1: (a) through (f) – submissions of unclassified materials only. Submission of classified material shall be coordinated through DARPA/Security & Intelligence Directorate (SID) and/or Dr. Thomas Bussing, DARPA Program Manager, in accordance with the DD 254, as applicable.

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.

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

ACRN AA 9700400 1320 Y142 P0C40 2525 DPAC 0 5451 S12136 63286E \$15,250,000.00  
(ARPA Order No. Y142/01)

## CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative/Contracting Officer

(a) The Procuring Office Representative/Contracting Officer is Christopher L. Glista, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4405, E-mail: christopher.glista@darpa.mil.

(a) 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.

G-2 Electronic Submission of Payment Requests

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:  
<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>. This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

(2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DoDAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	Select Cost Voucher
Issuing Office DoDAAC:	HR0011
Admin Office DoDAAC:	S0708A
Service Approver DoDAAC (Cost Voucher):	S0708A
DCAA Office DoDAAC (Used on Cost Vouchers only):	HAA074
Paying Office DoDAAC:	HQ0337

(c) Cost Vouchers from Contractors approved by DCAA for direct billing will be directly routed to DFAS. Cost Vouchers from Contractors not approved for direct billing will be routed to DCAA for approval before the Cost Voucher is routed to DFAS. All Final Cost Voucher submissions will be routed to the Service Approver for approval. The DCAA office for this award is:

DCAA Pratt & Whitney Resident Office  
 400 Main Street MS 115-61  
 East Hartford, CT 06108-0969, DoDAAC: HAA074  
 Phone No: (860) 565-8540/8533  
 E-mail: DCAA-FAO2651@dcaa.mil

(d) For each invoice/cost voucher submitted for payment, the contractor shall also e-mail the WAWF automated invoice notice directly to the following points of contact:

<u>Name</u>	<u>E-mail</u>	<u>Phone</u>	<u>Role</u>
Lt. Col. David Hopper	david.hopper2@wpafb.af.mil	(937) 255-2077	COR
Christopher L. Glista	Christopher.glista@darpa.mil	(571) 218-4405	Contracting Officer

G-3 Delegation of Authority for Contract Administration

(a) DCMA Aircraft Propulsion Operations - Pratt & Whitney is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Lt. Col. David Hopper, 1950 5th Street, WPAFB OH 45433; Email: david.hopper2@wpafb.af.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.

(c) A copy of the Contracting Officer's Representative designation memorandum is incorporated into the Contract as Attachment No. 2.

G-5 Instructions for Multiple Accounting Classification Citations

(a) If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$15,250,000.00 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 May 31, 2011. 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 \$15,250,000.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

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.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

H-1 Type of Contract

- (a) This is a Cost Plus Fixed Fee, Completion contract.

H-2 Public Release or Dissemination of Information

- (a) At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

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, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. 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. These restrictions must be flowed down to all subcontractors. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARs 252.235-7010.

(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 PRC 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 PRC@darpa.mil or via hard copy to 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/prc for information about DARPA's public release process.

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.

#### 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.

#### H-5 Invention Disclosure and Reports

(a) All written communications required by DFARS clause 252.227-7038, "Patent Rights - Ownership by the Contractor (Large Business)" (DEC 2007) shall be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website: <https://s-edison.info.nih.gov/iEdison/>.

#### H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated June 9, 2010 and a copy of the Contractor's Online Representations and Certifications (ORCA) effective from September 11, 2009 through September 11, 2010 are incorporated herein by reference.

#### H-7 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.

#### H-8 Travel

(a) Non-University/For-Profit Performers: 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 thirty (30) days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

#### H-9 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.

#### H-10 Consent to Subcontract

(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (JUN 2007)," FAR 52.244-2(j), the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

<u>Name</u>	<u>Estimated Cost</u>
[REDACTED]	(b)(4)
Total:	

(b) Approval must be obtained from the Administrative Contracting Officer to increase/decrease the use of the listed subcontractors by greater than 10% from the level established in paragraph (a) above. Approval must also be obtained by the Administrative Contracting Officer prior to adding additional subcontractors not listed above.

#### H-11 Small Business Subcontracting Plan

(a) The Contractor's Comprehensive Small Business Subcontracting Plan, approved on September 30, 2009, is incorporated herein and made a part of this Contract by reference.

#### H-12 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>
Throughout the term of the	1	(b)(4)	Already in place with the Contractor

<u>Need Date</u>	<u>Qty</u>	<u>Property Nomenclature</u>	<u>Delivery To</u>
Contract IAW Section F-1		(b)(4)	
Throughout the term of the Contract IAW Section F-1	2		Already in place with the Contractor

#### H-13 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 "classified" technical data and software assertion, dated May 25, 2010, is incorporated into the Contract by reference and a copy is retained by both the Government and Contractor in their respective designated secured facilities.

#### H-14 Contractor Code of Business Ethics

(a) The "agency Office of the Inspector General" referenced in FAR clause 52.203-13, "Contractor Code of Business Ethics" (DEC 2008) contained in Section I of this Contract, shall be the Department of Defense Office of the Inspector General (DoD OIG). Contact information is as follows:

Office of the Inspector General  
United States Department of Defense  
Investigative Policy and Oversight  
Contract Disclosure Program  
400 Army Navy Drive, Suite 1037  
Arlington, VA 22202-4704  
Toll Free Telephone: 866-429-8011

#### H-15 Military Security Classification

Military security requirements in the performance of the Contract shall be maintained in accordance with the DD Form 254, Contract Security Classification Specification, contained in Section J, Attachment No. 3.



## 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
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
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	APR 2008
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	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-23 Alt I	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
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	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
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
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
52.242-1	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
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2010
52.245-1 (Dev)	Government Property (Deviation)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991

252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
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 and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Remarks:

FAR 52.216-7	insert the word, "zero," in the space in subparagraph (a)(3).
FAR 52.219-28	Under paragraph (g), the Contractor represents that it is not a small business concern under NAICS Code 541712 assigned to contract number HR0011-10-C-0143.
FAR 52.222-2	insert the word, "zero," in the space marked with an asterisk (*) in paragraph (a).
FAR 52.244-2	insert the word, "N/A," in spaces under paragraphs (d) and (j).
DFARS 252.211-7003	insert the word, "N/A," in spaces under subparagraph (c)(1)(ii).

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall--

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

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

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

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 authorized contract supplies 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 authorized contract supplies 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. HR0011-10-C-0143. This may be confirmed by contacting Christopher L. Glista at telephone no. (571) 218-4405."

##### 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)

## 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 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## 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.

## 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

- (1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.
- (2) Items, defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--
  - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
  - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
  - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
  - (4) The Export Administration Regulations (15 CFR parts 730-774);
  - (5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and
  - (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

252.2304-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

N/A

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(b)(4)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency under Contract No. HR0011-10-C-0143.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Defense Advanced Research Projects Agency.

Section J - List of Documents, Exhibits and Other Attachments

- Attachment No. 1 - Statement of Work for Vulcan Program, Phase II, dated June 25, 2010 (8 pages)
- Attachment No. 2 - Contracting Officer's Representative (COR) Designation Memorandum, dated May 25, 2010 (3 pages)
- Attachment No. 3 - DD Form 254, Contract Security Classification Specification, dated June 16, 2010 (4 pages)



**STATEMENT OF WORK  
FOR  
VULCAN PROGRAM, PHASE II**

This Statement of Work (SOW) details the work to assess the design features, cyclic operations, life assessment, supportability, and other structural characteristics of the Vulcan Phase II full-scale technologies demonstrator.

The Defense Advanced Research Projects Agency (DARPA) Tactical Technology Office (TTO) seeks to further constant volume combustor (CVC) technology. This program is dependent on certain hardware, special test equipment (STE), and software to be provided by Pratt & Whitney (P&W) ("the Contractor") to accomplish this program, specified within each task below. All SOW tasks are listed on the Integrated Master Schedule (IMS) with associated Work Breakdown Structure (WBS) descriptions. Additional information regarding critical path is outlined in the IMS.

**1.0 SCOPE**

The scope of this program is to define and test a series of technology rig demonstrations that meet the Vulcan Phase II goals. The effort shall evaluate the design, performance, life, and durability of the CVC gas turbine technologies.

**2.0 MAJOR PROGRAM TASK WORK DESCRIPTIONS**

**2.1 Project Management**

Description: The Contractor shall manage the overall Vulcan Phase II program.

Leadership: The Vulcan Phase II Program will be managed by the Integrated Program Management Team (IPMT) consisting of the Program Manager, Chief Engineer, Design Integration Lead, Performance Analysis Lead, Validation Lead, and CVC Design Lead. The IPMT is responsible for managing all aspects of the program (i.e., cost, schedule, and technical).

Objectives/Approach: This task includes funding for the numerous activities that are broadbased and do not fall cleanly under one of the other specific design and development activities, such as the kickoff meeting, System Requirements Review (SRR), monthly technical and financial reports, monthly Technical Interchange Meetings (TIMs), quarterly Program Management Reviews (PMRs), and preparation of the final report. It includes funding for the Program Management and Chief Engineer functions. The IPMT is supported by the System Integrated Product Team (SIPT). The SIPT leads several module/component-level teams called Component Integration Product Teams (CIPTs), which, in turn, lead detail part design and validation teams called Integrated Product Team (IPTs).

Products/Milestones:

- Vulcan Phase II Kick-Off Telecon
- TIMs
- PMRs
- Vulcan Engine SRR

Deliverable(s) to the Government:

- Vulcan Phase II Kick Off Telecon charts
- Phase II Final Report.

**2.2 Reserved**

This section intentionally left blank.

### 2.3 System Design Optimization

Description: The Contractor shall conduct system design studies to finalize the Vulcan Engine system architecture and cycle as the basis for the Phase II risk mitigation program and as a starting point for the Demonstrator Engine Preliminary Design by a) performing trade studies to determine the optimum configuration of the CVC Combustor, associated systems, and interfaces with the baseline engine and b) conducting more in-depth trade studies as required, to make decisions regarding the primary and backup paths that will be pursued for various components and subcomponents.

Leadership: The System Design Optimization task will be led by the Program Chief Engineer and the Systems Design and Component Integration (SD&CI) group, with support from all the supporting engineering functions at the Contractor's facilities, [REDACTED]

Objectives/Approach: An initial design table and system architecture definition will be issued at the beginning of this task. Iterative refinements will be issued as system configuration decisions are made. The Vulcan engine performance model(s) will be updated to reflect configuration decisions. At the completion of the System Design Optimization task, the Contractor will issue a System Requirements Document (SRD) and updated Critical Technologies Development Plan (CTDP) reflecting the updated design.

Products/Milestones:

- System optimization complete and concept defined for Preliminary Design and Risk Mitigation tasks
- Vulcan Engine SRR

Deliverable(s) to the Government:

- Updated Vulcan engine performance model output and performance parameters as specified in Appendix A.2.
- Vulcan Engine SRD
- Updated CTDP

### 2.4 Demonstrator Engine Preliminary Design

Description: The Contractor shall conduct a Demonstrator Engine Preliminary Design to mature the design of the hardware required for the demonstrator engine by bringing the Phase II design and development learning together into a Phase III demonstrator engine design, up to and including putting the demonstrator engine design under configuration control.

Leadership: The Demonstrator Engine Preliminary Design task will be led by the Program Chief Engineer and the SD&CI group, with support from all supporting the engineering functions at the Contractor's facilities, [REDACTED]

Objectives/Approach: The objective of this task is to define a Vulcan engine system that meets the requirements identified in the SRD for the Phase III demonstrator program. This will include an assessment of whether the risk reduction activities that will have been performed up to that time confirm expected and/or satisfactory results. Component Requirements Documents (CRDs) will be created for all parts required to support the demonstrator engine, including interface requirements. During the Preliminary Design, the SRD, CRD, or overall program objectives may be reviewed with the Government and adjusted based on design and analysis results. The Preliminary Design task will end with the Demonstrator Engine Preliminary Design Review (PDR).

Products/Milestones:

- System optimization complete and concept defined for Preliminary Design and Risk Mitigation tasks

- Vulcan Engine preliminary design placed under formal configuration control.

Deliverable(s) to the Government:

- Demonstrator Engine PDR
- Updated Vulcan engine performance model output and performance parameters as specified in Appendix A.2.
- Updated Vulcan Engine SRD
- Updated CTDP

## 2.5 Phase III Program Plan

Description: The Contractor shall create, for the customer's information only, a Phase III program plan, including:

- An updated IMS defining how the Phase II program will flow into a Phase III effort that satisfies Phase III objectives
- Phase III SOW correlated to the IMS and the existing Phase II Work Breakdown Structure (WBS)
- An updated management plan, staffing plan, and organizational chart
- Phase III cost rough order-of-magnitude (ROM). This information is to be used for informational purposes only, is not an offer by the Contractor, and cannot be used to form the basis of a binding contract.

Leadership: The Phase III Program Planning task will be led by the SD&CI Lead with support from all supporting the engineering functions at the Contractor's facilities, [REDACTED]

Objectives/Approach: This planning activity includes all aspects of the Phase III planning that is to be performed during the Phase II contract. The Phase III plan will be delivered after the System Design Optimization, Demonstrator Engine PDR, and major risk reduction activities have been completed. A preliminary Phase III CTDP will also be created to support the Phase III planning.

Products/Milestones:

- System design optimization and preliminary design complete
- Risk mitigation demonstrations complete

Deliverable(s) to the Government:

- Updated IMS describing how the Phase II program will flow into a Phase III effort that satisfies Phase III objectives
- Phase III SOW correlated to the IMS and existing Phase II WBS
- Updated management plan, staffing plan, and organizational chart
- Phase III cost ROM

## 2.6 Unsteady System-Level Aerodynamic Analysis and Compressor Unsteady Aero / Operability Analysis

Description: The Contractor shall conduct unsteady aerodynamic analytical studies to guide the design of the CVC combustor concept by providing an assessment of the aerodynamic effects of the CVC combustor system on the overall engine performance and operability and to assess the sensitivity of the baseline compressor to flow unsteadiness.

Leadership: The Unsteady System-Level Aerodynamic Analysis task will be conducted by the Contractor's Propulsion System Analysis group.

Objectives/Approach: The Unsteady System-Level Aerodynamic Analysis task will provide early analyses to support the CVC combustor system design and assessment of potential impacts to overall engine operation. A reduced order model for the dynamic characteristics of the pressure gain combustion (PGC) device, including combustor inlet, air valve, combustion chamber, and fuel system will be developed. The reduced order model will be employed to evaluate the system dynamic behavior, assess PGC device sequencing and fill rate for the device,

evaluate compatibility of the combustion device and baseline engine compressor, and guide design of the attenuator. Initially, the reduced order model will be based on analytical and computational predictions, and the model will be refined as experimental data from component testing becomes available.

Products/Milestones:

- Analytical assessment of the potential effects of the CVC combustor on the baseline engine performance and operability and compatibility of the combustor device with the baseline engine compressor.

## **2.7 Turbine Analysis and Risk Mitigation**

Description: The Contractor shall conduct analytical turbine system studies to guide the design of the CVC combustor concept by providing an assessment of the aerodynamic and structural effects of the CVC combustor system on the turbine.

Leadership: The Turbine Analysis and Risk Mitigation task will be conducted by the Contractor's Turbine Group.

Objectives/Approach: The Turbine Analysis and Risk Mitigation task will perform early analysis of the identified turbine system risks to provide input CVC combustor system design and to support definition of the CVC combustor operation to minimize any impacts to the turbine hardware and operation. This task is planned to be accomplished in parallel with and completed concurrent with the System Design Optimization task, and prior to the Turbine Rig Test with CVC Simulator (Section 2.17).

Products/Milestones:


- Analytical assessment of the potential effects of the CVC combustor on the baseline engine turbine

Deliverable(s) to the Government:

- No specific deliverables (Task results will be included in program final report).

## **2.8 Air Valve Design and Development**

Description: The Contractor shall conduct design and analysis studies and rig tests of the CVC combustor air valve to reduce air valve risk, and support System Design Optimization, Phase III Engine Preliminary Design, and follow-on risk mitigation demonstrations.

Leadership: The Air Valve Design and Development task will be primarily accomplished by  under the direction of the Contractor's SD&CI organization.

Objectives/Approach: The objectives of this task are to reduce the risk of the air inlet valve through design studies, analyses, and testing of different valve concepts and configurations. The initial studies will be conducted in parallel with the System Design Optimization to support overall configuration development. The selected valve design will be used in follow-on rig demonstrations as part of the overall Vulcan CTDp.

Products/Milestones:

- Air valve mechanical design
- Air valve aerodynamic performance for inclusion in the System Performance Model (Sections 2.3 and 2.4)

Deliverable(s) to the Government:

- No specific deliverables (Task results will be included in the program final report).

## **2.9 Reserved**

This section intentionally left blank.

## **2.10 Fuel Injection and Mixing**

Description: The Contractor shall conduct design and analysis studies and rig tests of the injection and mixing of F-76 fuel to support System Design Optimization, Phase III Engine Preliminary Design, and follow-on risk mitigation demonstrations.

Leadership: The Fuel Injection and Mixing task will be primarily accomplished by [REDACTED] under the direction of the Contractor's SD&CI organization.

Objectives/Approach: The objective of this task is to design and reduce the risk of a fuel system that is capable of producing a mixture of air and fuel to achieve repeatable and stable combustion in the CVC combustor. The fuel-mixture injection and mixing design and analysis will begin with the Phase I injection and mixing design as a baseline. A parametric design study will be performed for the current application in Phase II, in which system concept variations will be assessed for overall performance impact. Simulations will be performed over the full range of operating conditions. The initial studies will be conducted in parallel with the System Design Optimization to support overall configuration development. The selected fuel system design will be used in follow-on rig demonstrations as part of the overall Vulcan CTD.

Products/Milestones:

- Fuel system mechanical design
- Fuel system fuel/air mixing performance

Deliverable(s) to the Government:

- No specific deliverables (Task results will be included in the program final report).

## **2.11 Control System Design and Development**

Description: The Contractor shall conduct design studies, system tests, and component demonstrations to 1) establish requirements for the Vulcan engine control system, 2) establish an initial baseline system architecture, and 3) develop and verify, as required, an initial software configuration to reduce the overall controls risk for entering Vulcan Phase III.

Leadership: The Control System Design and Development task will be primarily accomplished by [REDACTED] under the direction of the Contractor's SD&CI organization.

Objectives/Approach: In Vulcan Phase III, a full engine incorporating a CVC combustor will be demonstrated. The objective of this task is to allow entry into Phase III with a control system concept with a manageable level of risk.

Products/Milestones:

- Control system architecture
- Initial control laws.

Deliverable(s) to the Government:

- No specific deliverables (Task results will be included in the program final report).

## **2.12 Inlet Manifold Design and Development**

Description: The Contractor shall conduct design and analysis studies of the interface between the existing baseline engine compression system and the CVC combustor.

Leadership: The Inlet Manifold Design and Development will be managed by the Contractor Compressor Group

with hardware design support from the Contractor's Combustor group.

**Objectives/Approach:** The objective of this task is to complete an aerodynamic and mechanical design of the interface between the existing baseline engine compressor and the CVC combustor. The task will be conducted in parallel with the System Design Optimization to support overall configuration development. The selected design will support follow-on rig demonstrations as part of the overall Vulcan CTDTP.

**Products/Milestones:**

- Inlet manifold mechanical design
- Inlet manifold aerodynamic performance for inclusion in the System Performance Model (Sections 2.3 and 2.4)

**Deliverable(s) to the Government:**

- No specific deliverables (Task results will be included in the program final report).

### **2.13 Combustor Exhaust System Design and Development**

**Description:** The Contractor shall conduct design and analysis studies and conduct development and risk reduction tests of the interface between the existing baseline engine turbine and the CVC combustor.

**Leadership:** The Combustor Exhaust System Design and Development will be managed by the Contractor's Combustor group with support from [REDACTED]

**Objectives/Approach:** The objective of this task is to design the interface between the existing baseline engine turbine and the CVC combustor. The task will be conducted in parallel with the System Design Optimization to support overall configuration development. Development tests will be conducted to support the overall design activity. The selected design and rig hardware, as appropriate, will support follow-on rig demonstrations as part of the overall Vulcan CTDTP.

**Products/Milestones:**

- Combustor exhaust system mechanical design
- Combustor exhaust system aerodynamic performance for inclusion in the System Performance Model (Sections 2.3 and 2.4)
- Combustor exhaust system exit flow conditions for supporting the Turbine Interface Rig (Section 2.17)

**Deliverable(s) to the Government:**

- No specific deliverables (Task results will be included in the program final report).

### **2.14 Reserved**

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### **2.15 Single CVC Combustor Design and Development**

**Description:** The Contractor shall conduct design and analysis studies, bench tests, and component tests of a CVC combustor to support System Design Optimization, Phase III Engine Preliminary Design, and follow-on risk mitigation demonstrations and evaluations. The studies and tests will include components and features required to demonstrate efficient, stable, and durable operation of the CVC combustor concept.

**Leadership:** The Single CVC Combustor Design and Development task will be primarily accomplished by [REDACTED] under the direction of the Contractor's Combustor organization.

**Objectives/Approach:** The objective of this task is to select the CVC combustor design for the Vulcan engine. Trade studies and analyses will be initially conducted in parallel with the System Design Optimization to support

overall system configuration development. Development tests will be conducted to support the overall design activity. A series of rig tests with increasing fidelity will incorporate variation in design features and results from other tasks, including but not limited to, Tasks 2.8, Air Valve Design and Development, and 2.10, Fuel Injection and Mixing. The selected component and the combustor system design will support follow-on rig demonstrations as part of the overall Vulcan CTDP.

**Products/Milestones:**

- Combustor operability characteristics
- Combustor performance for inclusion in the System Performance Model (Sections 2.3 and 2.4)
- Combustor exhaust flow conditions for supporting the Combustor Exhaust System Design and Development task (Section 2.13)
- Combustor thermal management characteristics.

**Deliverable(s) to the Government:**

- No specific deliverables (Task results will be included in the program final report).

**2.16 Compressor Interface / Combustor Module System Rig Demonstration**

**Description:** The Contractor shall conduct a Compressor Interface/Combustor Module Rig Demonstration to 1) acquire test-based steady-state and unsteady aerodynamic characteristics at the combustor/compressor interface and 2) assess the performance, operability, and durability of the Vulcan engine combustor system. The rig components and test facility will be instrumented to acquire data necessary to conduct analytical assessments of the compatibility of the existing compressor to operate with the combustor system and to evaluate the combustor module concept. The Contractor shall provide/update the list of data planned to be collected and measured at the SRR and Compressor Interface/Combustor Module System Rig TRR. Before the end of Phase II, the Contractor shall provide results of the Compressor Interface/Combustor Module System Rig Demonstration, a description of compressor modifications, if any, required for the Vulcan engine design, and any combustor module improvements identified as a result of the test.

**Leadership:** The Combustor Module System Rig Demonstration task will be managed by the Contractor's Combustor group with support from the Contractor's Compressor Group, [REDACTED] and the Contractor's SEV.

**Objectives/Approach:** The objective of this task is to characterize the aerodynamic interface between the engine compressor and the combustor module and to demonstrate the performance, operability, and durability of the complete Combustor Module for the Vulcan Engine. The demonstration will be conducted in 2 phases. Initially, a compressor exit swirl simulator, the inlet manifold, and air valve(s) will be run with a downstream simulation of the combustor module to obtain flow characteristics at the compressor/combustor interface. The second test phase will add the complete combustor module. The results of trade studies, analyses, design studies, and results of earlier component development tests, including but not limited to, Task 2.6 Dynamic System-Level Aerodynamic Analysis, Tasks 2.8, Air Valve Design and Development; 2.10, Fuel Injection and Mixing; 2.13, Attenuator Design and Development; and 2.15, Single CVC Combustor Design and Development, will all feed onto this demonstration of the complete module. This task includes the design and manufacturing of the combustor module components. In some cases where appropriate, existing components from earlier tests will be utilized.

**Products/Milestones:**

- Combustor system operability characteristics
- Combustor module system performance for inclusion in the System Performance Model (Sections 2.3 and 2.4)
- Combustor module mechanical design and component integration.
- Combustor/compressor interaction characteristics to guide combustor system design optimizations and/or to define required compressor modifications
- Analytically derived compressor aerodynamic performance increments, if any, for

inclusion in the System Performance Model (Sections 2.3 and 2.4).

Deliverable(s) to the Government:

- Combustor Module System Rig Demonstration TRR, including test description, test plan, instrumentation list, and planned measurements
- Results of the combustor module system rig demonstration and any identified improvement.

### **2.17 Turbine Rig Test with CVC Simulator**

Description: The Contractor shall conduct a Turbine Rig Test with a CVC Simulator to measure combustor/turbine interactions and assess any turbine performance changes associated with integration of the CVC combustor into the baseline engine. The rig components and test facility will be instrumented to acquire data necessary to evaluate turbine/CVC module interactions and CVC module effects on turbine performance and operability. The Contractor shall provide/update the list of data planned to be collected and measured at the SRR and Turbine Rig TRR. Before the end of Phase II, the Contractor shall provide results of the turbine rig test and a description of turbine modifications, if any, required for the Vulcan engine design as a result of the rig test results.

Leadership: The Turbine Rig Test with CVC Simulator task will be accomplished by the Contractor's Turbine group with support from the Contractor's SEV.

Objectives/Approach: The turbine rig will be designed to install and operate behind the rig defined in Section 2.13. The rig will utilize customer-furnished existing baseline engine actual turbine hardware where appropriate. Pressure and temperature measurements at the turbine module inlet will characterize the combustor exit flow to validate the turbine inlet temperature profiles for the preliminary engine design. These tests will be run over a range of combustor operating conditions corresponding to the power settings defined in the Broad Agency Announcement (BAA). The validated tools will then be used in the preliminary engine design task to design a preliminary engine high-pressure turbine (HPT) blade, which will be matched to the flow size required by the engine cycle.

Products/Milestones:

- Combustor/turbine interaction characteristics to guide combustor system design optimizations and/or to define required turbine modifications
- Turbine aerodynamic performance increments, if any, for inclusion in the System Performance Model (Sections 2.3 and 2.4)

Deliverable(s) to the Government:

- Turbine Rig Test with CVC Simulator TRR, including test description, test plan, instrumentation list, and planned measurements
- Results of the Turbine Rig Test with CVC Simulator and any identified improvements

~ End ~





**DEFENSE ADVANCED RESEARCH PROJECTS AGENCY**

3701 NORTH FAIRFAX DRIVE

ARLINGTON, VA 22203-1714

May 25, 2010

**MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE**

FROM: DARPA, Contracts Management Office

TO: Lt. Col. David Hopper, 1950 5th Street, WPAFB OH 45433;  
Email: david.hopper2@wpafb.af.mil

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

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

Contract Number:	HR0011-10-C-0143
Contractor:	Pratt & Whitney
Program Description:	Vulcan Program Phase II

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

- a. Furnish plans, schedules, specifications, 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 any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

the performance of the duties delegated to you in this letter, you are cautioned that you would be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.

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 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 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 and conditions of the basic contract, or to direct the accomplishment of effort which would 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 inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.
7. Specific duties in addition to those above are as follows:
  - a. Control all government technical interfaces with the contractor.
  - b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.
  - 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 and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.

- 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.
  - g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.
8. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at [www.dau.mil](http://www.dau.mil).
9. Your appointment as COR for this effort expires upon final disposition of the contract.
10. 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.

(b)(6)

Christopher L. Glista  
Contracting Officer

5/25/10

Date

(b)(6)

Lt. Col. David Hopper  
Contracting Officer's Representative

26 May 10

Date

4 PAGES DENIED IN FULL  
PURSUANT TO 5 U.S.C. § 552  
(b)(2)(High)