

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 26
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-09-C-0111		3. EFFECTIVE DATE 28 Jul 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. Y661/00	
5. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA SOUTHERN VIRGINIA, GREENSBORO AREA 2301 WEST MEADOWVIEW ROAD, SUITE 103 GREENSBORO NC 27407-3704		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) GENERAL DYNAMICS ADVANCED INFORMATION SY 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 days.		
			10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Section G	
CODE 1U2D5		FACILITY CODE			
11. SHIP TO/MARK FOR DARPA DIRO GLEN MCWRIGHT 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266		
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					\$5,518,520.00
16. TABLE OF CONTENTS					
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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 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		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
			20B. UNITED STATES OF AMERICA (b)(6)		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20C. DATE SIGNED 31-Jul-2009		
		BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	Retriever Phase 1 CPFF The Contractor shall accomplish the tasks associated with Phase 1 in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination	(b)(4)	(b)(4)	\$5,518,520.00 \$5,518,520.00

See Exhibit A

ITEM NO	AMOUNT
000101 Funding for CLIN 0001	\$0.00
AO No. Y661/00	
ACRN AA	\$3,571,508.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002		(b)(4)	(b)(4)	\$12,831,212.00
OPTION	Retriever Phase 2 CPFF The Contractor shall accomplish the tasks associated with Phase 2 in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination			\$12,831,212.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0003		(b)(4)	(b)(4)	\$213,735.00
OPTION	Retriever Phase 2A CPFF The Contractor shall accomplish the tasks associated with Phase 2A in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination			\$213,735.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0004		(b)(4)	(b)(4)	\$773,959.00
OPTION	Retriever Phase 2B CPFF The Contractor shall accomplish the tasks associated with Phase 2B in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination			\$773,959.00

Section C - Descriptions and Specifications

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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 Items (CLINs) 0001 in accordance with the Statement of Work, Attachment 1 hereto.

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

C-2 Reports and Other Deliverables

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

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

1. FINAL REPORT

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

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

(1) The Final Technical Report summary shall include:

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

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

(3) Distribution Statement B applies:

"Distribution authorized to U.S. Government agencies only due to Critical Technology and to prevent Premature Dissemination of Information. Other requests for this document shall be referred to DARPA Technical Information Office via email at tio@darpa.mil."

2. ADDITIONAL MISC. DELIVERABLES

The Contractor shall also deliver those items listed in the Contract Attachment (1) - Statement of Work as applicable. 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

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D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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

CLAUSES INCORPORATED BY REFERENCE

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

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F-1 Term of Contract

- (a) The term of CLIN 0001 commences on the effective date of the contract and continues through 28 November 2010.
- (b) The period of performance for Option 1, as set forth in CLIN 0002, shall be from the effective date of the option exercise to and including 18 months.
- (c) The period of performance for Option 2, as set forth in CLIN 0003, shall be from the effective date of the option exercise to and including 6 months.
- (d) The period of performance for Option 3, as set forth in CLIN 0004, shall be from the effective date of the option exercise to and including 6 months.

(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)
0001/0002*/0003*/0004*	Mid-Term Report	See Exhibit A CDRL
0001/0002*/0003*/0004*	Monthly Status Reports	Monthly (15 th of each month)
0001	Initial System Design Document	2 weeks prior to System Concept Review
0001	Final SDD	28 July 2010
0001	Technology Development and Assessment Plan (TDAP)	2 weeks prior to System Concept Review and updated for each IPR
0001	Test Reports	At quarterly IPR
0001/0002*	Meeting Reports	As requested
0001/0002*	Technical Trade Study Reports	At quarterly IPR
0001/0002*	Source code for Retriever algorithms	1 week prior to end of phase
0001/0002*	Compiled code for Retriever algorithms	1 week prior to end of phase
0002*	Major component Go/No-Go Test Reports	At quarterly IPR; Final Go/No-Go testing at 6 weeks prior to end of phase
0002*	Component Demonstration	At quarterly IPR

	Reports	
0002*	Purchased Hardware	At end of phase
0003*	All Hardware, Source Code, and Compiled Code	1 week prior to end of phase
0003*	Copies of any raw data files and ground truth data collected for hardware development purposes	2 weeks after collection of data
0004*	Raw data files and ground truth data associated with data collection activities	2 weeks after collection of data

(end of clause)

F-3 Report Distribution (electronic copies preferred)

(a) Defense Technical Information Center

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

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

(c) DARPA/CMO
Attn: Mr. Stephen C. Davis
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Stephen.C.Davis@darpa.mil
Phone: 571-218-4949
(one copy each report)

(d) DARPA/IPTO
Attn: Dr. Brian Leininger
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Brian.Leininger@darpa.mil
Phone: 571-218-4528
(one copy each report)

(e) DARPA/IPTO
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714

Email: Wendy.Smith@darpa.mil
(one copy each report)

(f) COR

Glen McWright
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: 571-218-4606
Fax: 703-741-0623
Email: glen.mcwright@darpa.mil
(one copy each report)

(end of clause)

F-4 Notice Regarding Late Delivery

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

(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400 1320 Y661 P9X20 2525 DPAC 9 5282 S12136 63766E
 AMOUNT: \$3,571,508.00
 AO: Y661/00
 CIN 00000000000000000000000000000000: \$3,571,508.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Stephen C. Davis, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4949, e-mail: Stephen.C.Davis@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) 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 (ext. 13)
Admin Office DoDAAC	S5111A
Service Approver DoDAAC (Cost Voucher)	HR0011
DCAA Office DoDAAC	HAA632

Paying Office DoDAAC	HQ0338
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(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 North Carolina Branch Office
DoDAAC: HAA632
P.O. Box 399
McLeansville, NC 27301-0399

(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:

Name	E-mail	Phone	Role
Glen McWright	glen.mcwright@darpa.mil	571-218-4606	COR

G-3 Delegation of Authority for Contract Administration

(a) DCMA Southern Virginia (DoDAAC S5111A) 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:

Glen McWright
3701 North Fairfax Drive
Arlington, VA 22203-1714
Phone: 571-218-4606
Fax: 703-741-0623
Email: glen.mcwright@darpa.mil

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

(b) Technical direction shall not include any direction which:

- (1) Constitutes additional work outside the scope of work;
- (2) Constitutes a change as defined in Section I contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

(4) Changes any of the stated terms, conditions, or specifications of the contract.
(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$3,571,508 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 28 March 2010. 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 \$3,571,508 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
(end of clause)

G-7 Payment of Cost and Fee

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

(1) Costs, as provided for under Section I contract clause titled "Allowable Cost and Payment" not to exceed the amount set forth as "Total Estimated Cost" in Section B, and subject further to those Section I clauses entitled "Limitation of Cost" or "Limitation of Funds".

(2) A 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-2 Type of Contract

(a) This is a Cost Plus Fixed Fee completion.
(end of clause)

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the 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. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with FAR 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 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.
(end of clause)

H-4 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-5 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-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 17 June 2009 (as well as those listed in the Online Representations and Certifications Application, dated 30 September 2008) are incorporated herein by reference.

(end of clause)

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.

(end of clause)

H-8 Travel

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

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

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

(c) 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 30 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-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.
- (end of clause)

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):

NAME

(b)(4)

- (b) Pursuant to FAR 52.244-2 (e)(1), the Contractor will notify the Administrative Contracting Officer as well as the Contracting Officer in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of the clause.
- (end of clause)

H-12 Small Business Subcontracting Plan and Goals

- (a) The Contractor's Comprehensive Small Business Subcontracting Plan, dated 1 October 2008, is incorporated herein and made a part of this contract by reference.
- (end of clause)

H-21 Export Control Clause

Should this project develop 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.

H-22 Contractor Code of Business Ethics

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

(end of clause)

H-23 Invention Disclosure and Reports

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

(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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
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	Integrity of Unit Prices	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
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
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	FEB 2009
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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
52.227-10	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
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 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
52.242-1	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
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
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
252.204-7003	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
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
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	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
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003

252.225-7004	Report of Contract 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
252.227-7027	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 and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
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 2009
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

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the

applicability requirement of FAR 15.408(k).

(End of clause)

52.217-9 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days 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 34 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)

52.252-2 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)

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)

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 (DARPA) under Contract No. HR0011-09-C-0111.

(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 DARPA.

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0001/0002/0003/0004			B. EXHIBIT A		C. CATEGORY TDP _____ TM- _____ OTHER MISC		
D. SYSTEM/ITEM Retriever			E. CONTRACT/PR NO. HR0011-09-C-0111		F. CONTRACTOR General Dynamics, Advanced Information Systems		
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM RESEARCH AND DEVELOPMENT (R&D) PROJECT SUMMARY			3. SUBTITLE T-FIMS QUARTERLY AND MONTHLY REPORTING		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81612A			5. CONTRACT REFERENCE C-2		6. REQUIRING OFFICE IPTO		
7. DD250 REQ SEE BLOCK 16		9. DIST STATEMENT REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"> B (See H-3) </div>	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION	
8. APP CODE <div style="text-align: center; border: 1px solid black; padding: 2px;"> N </div>		11. AS OF DATE <div style="text-align: center; border: 1px solid black; padding: 2px;"> 0 </div>	13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES
16. REMARKS REFERENCE BLOCK 2, RESEARCH AND DEVELOPMENT PROJECT SUMMARY, AND BLOCK 4, DI-MISC-81612A. FORMAT. <ul style="list-style-type: none"> GENERAL FORMAT INSTRUCTIONS: COMPLY WITH ALL INSTRUCTIONS DELINEATED ON THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). SPECIAL INSTRUCTIONS. UPLOAD THE FOLLOWING ITEMS TO THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). <ul style="list-style-type: none"> PUBLICATIONS THIS PERIOD (3.1.7) IN ADOBE ACROBAT (PDF) FILE FORMAT. UPDATED SCHEDULE AND MILESTONES (1.2.2.4) IN EITHER POWERPOINT (PPT), JPG, TIFF, OR PDF FILE FORMAT. QUAD-CHART (1.2.2.7) IN MICROSOFT POWERPOINT (PPT) FILE FORMAT. ELECTRONIC SUBMISSION. THE CONTRACTOR SHALL ACCESS THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil) AND ELECTRONICALLY SUBMIT ALL REQUIRED REPORTING INFORMATION FOLLOWING THE SPECIFICATIONS OUTLINED BELOW. POST-AWARD INITIAL SUBMISSION REQUIREMENT. <ul style="list-style-type: none"> SUBMIT THE PERFORMING ORGANIZATION CONTACTS (1.1.2) WITHIN FIVE (5) CALENDAR DAYS AFTER CONTRACT AWARD TO T-FIMS HELP BY E-MAIL (Tfims-Help@darpa.mil) FOR AWARDEE USER ACCOUNT ACTIVATION. 					<div style="border: 1px solid black; width: 100%; height: 100%;"></div>		
CONTINUED ON THE NEXT PAGE					15. TOTAL		
G. PREPARED BY			H. DATE		I. APPROVED BY		J. DATE 7 July 2009

CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423 CONTINUATION SHEET

CLIN 0001/0002/0003/0004 Exhibit A PR No. HR0011-09-C-0111

DATA ITEM No. A001

BLOCK 16, continued,

REPORTING TERMINOLOGY - QUARTERLY REPORTING PERIODS.

- JUL-SEP: COVERS PERFORMANCE FROM 1 JULY - 30 SEPTEMBER
- OCT-DEC: COVERS PERFORMANCE FROM 1 OCTOBER - 31 DECEMBER
- JAN-MAR: COVERS PERFORMANCE FROM 1 JANUARY - 31 MARCH
- APR-JUN: COVERS PERFORMANCE FROM 1 APRIL - 30 JUNE

QUARTERLY SUBMISSION REQUIREMENTS.

- FREQUENCY (BLOCK 10). INPUT FOUR (4) TIMES YEARLY, ONCE FOR EACH OF THE QUARTERLY REPORTING PERIODS CITED ABOVE, FOR THE DURATION OF THE CONTRACT.
- DATE OF FIRST SUBMISSION (BLOCK 12). SUBMIT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE END OF MOST RECENT QUARTERLY REPORTING PERIOD
 - FOR REPORTING PERIOD JUL-SEP, DUE DATE IS OCTOBER 15
 - FOR REPORTING PERIOD OCT-DEC, DUE DATE IS JANUARY 15
 - FOR REPORTING PERIOD JAN-MAR, DUE DATE IS APRIL 15
 - FOR REPORTING PERIOD APR-JUN, DUE DATE IS JULY 15
- QUARTERLY CONTENT REQUIREMENTS.
 - MINIMAL INITIAL QUARTERLY SUBMISSION. IF THE AWARD OCCURS WITHIN THIRTY (30) CALENDAR DAYS PRIOR TO THE END OF THE QUARTERLY REPORTING PERIOD, SUBMIT PROJECT DESCRIPTION (1.2.2) ONLY.
 - FIRST QUARTERLY SUBMITTAL WILL CONTAIN RESPONSES TO ALL PROJECT INFORMATION (1), WITH THE EXCEPTION OF THE QUAD CHART (1.2.2.7); THE FUNDING REPORT (2), WITH THE EXCEPTION OF THE PROJECTED FUNDING INCREMENT (2.5); AND THE TECHNICAL REPORT (3).
 - FOR ALL OTHER QUARTERLY SUBMISSIONS, SUBMIT OR UPDATE THE ADMINISTRATIVE INFORMATION (1.1), INVOICES THIS PERIOD (2.2), PLANNED INCURRED EXPENSES (2.4), AND ALL THE INFORMATION UNDER THE TECHNICAL REPORT (3.)
 - IN ADDITION, SUBMIT THE FOLLOWING FOR THE APR-JUN QUARTERLY REPORTS.
 - QUAD CHART (1.2.2.7).
 - PROJECTED FUNDING INCREMENT (2.5).
 - IN ADDITION TO REPORTING THE PLANNED ACTIVITIES FOR THE NEXT MONTH (3.2.1.), INCLUDE A TOP-LEVEL BULLET LIST OF THE PLANNED ACTIVITIES FOR THE TIME PERIOD BEGINNING ON 1 AUGUST OF THE CURRENT YEAR AND ENDING ON 31 DECEMBER OF THE NEXT YEAR.

MONTHLY SUBMISSION REQUIREMENTS.

- FREQUENCY (BLOCK 10). INPUT TWELVE (12) TIMES YEARLY (MONTHLY) FOR THE DURATION OF THE CONTRACT.
- DATE OF FIRST SUBMISSION (BLOCK 12). SUBMIT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER THE END OF THE FIRST CALENDAR MONTH BUT NO SOONER THAN THIRTY (30) DAYS AFTER AWARD.
- MONTHLY CONTENT REQUIREMENT.
 - FOR THE DURATION OF THE CONTRACT SUBMIT INCURRED EXPENSES THIS PERIOD (2.1) AS A LUMP SUM TOTAL ONLY.
 - FOR THE DURATION OF THE CONTRACT SUBMIT INVOICES THIS PERIOD (2.2) AS INVOICES ARE SUBMITTED TO DFAS FOR PAYMENT.

CLASSIFICATION. THE ENTIRE REPORT SHALL BE UNCLASSIFIED.

PROCURING CONTRACTING OFFICER (PCO), REFERENCE SF 26, BLOCK 5.

ADMINISTRATIVE CONTRACTING OFFICER (ACO) REFERENCE SF 26, BLOCK 6.

DD FORM 250 SHALL BE SUBMITTED WITH THE FINAL TECHNICAL REPORT (VIA WAWF)

DATA ITEM DESCRIPTION

Title: RESEARCH AND DEVELOPMENT (R&D) PROJECT SUMMARY

Number: DI-MISC-81612A

Approval Date: 20031215

AMSC Number: D7517

Limitation:

DTIC Applicable: N/A

GIDEP Applicable: N/A

Preparing Activity: OSD-SO (FOR DARPA/IPTO)

Applicable Forms: N/A

Use, Relationships:

The R&D Project Summary reports key project administrative, programmatic, technical and financial data. The R&D Project Summary includes administrative and funding information, research objectives, innovative approaches, accomplishments, plans, technology transitions, technology transfers, and issues. The technical and financial information contained in the R&D Project Summary enables comprehensive assessment of project goals, progress and status. This Data Item Description (DID) contains format and content preparation instructions for the data product generated by specific and discrete task requirements as delineated in the contract statement of work (SOW).

Requirements:

1. Project Information.

1.1. Administrative Information.

1.1.1. Subcontractors. Verify each subcontractor.

1.1.2. Performing Organization Contacts.

1.1.2.1. Principal Investigator(s) Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of each principal investigator.

1.1.2.2. Administrative Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of the administrative point of contact.

1.1.2.3. Financial Data Contact. Verify the name, organization, business address, business phone, business fax, and e-mail address of the contact for financial data.

1.1.2.4. Programmatic/Technical Reporter Contact. If the Principal Investigator is not the reporter of the programmatic/technical data verify the name, organization, business address, business phone, business fax, and e-mail address of the programmatic/technical reporter point of contact.

1.2.1. Project Uniform Resource Locator (URL). Provide the project URL.

1.2.2. Project Description.

1.2.2.1. Research Objectives.

1.2.2.2. Problem Description. Provide a concise description of the problem area addressed by this research project.

1.2.2.2.1. Research Goals. Identify specific research goals of this project. Identify and quantify expected performance improvements from this research. Identify new capabilities enabled by this research. Identify and discuss salient features and capabilities of developmental hardware and software prototypes.

1.2.2.2.2. Expected Impact. Describe the expected impact of the research project, if successful, to the problem area.

1.2.2.3. Technical Approach.

1.2.2.3.1. Detailed Description of Technical Approach. Provide a detailed description of the technical approach that will be used in this project to achieve the research goals. Specifically identify and discuss innovative aspects of the technical approach.

1.2.2.3.2. Comparison with Current Technology. Describe state-of-the-art approaches and the limitations within the context of the problem area addressed by this research.

1.2.2.4. Schedule and Milestones.

1.2.2.4.1. Schedule Graphic. Provide a graphic representation of the project schedule including detail down to the individual task effort level. Show all project milestones. Use absolute time designations for all dates.

1.2.2.4.2. Detailed Individual Task Descriptions. Provide detailed task descriptions for each individual task in the schedule graphic.

1.2.2.5. Deliverables Description. List and provide a detailed description for each planned deliverable. Specify receiving organization(s) and expected delivery dates for each deliverable.

1.2.2.6. Technology Transition and Technology Transfer Targets and Plans. Discuss plans for technology transition and transfer. Identify specific military and commercial organizations for technology transition or transfer. Specify anticipated dates for transition or transfer.

1.2.2.7. Quad Chart. Provide a Quad Chart as one (1) landscape-oriented page divided into four (4) quadrants and suitable for use in briefings using the following format:

Project Title	
<p>GRAPHIC: A visually compelling graphic that conveys the key technological idea(s) or the expected impact of the research.</p>	<p>NEW IDEAS: List at least 3 new technical ideas embodied by the research.</p>
<p>IMPACT: At least 3 quantitative statements discussing how this research can revolutionize an area of importance to the Department of Defense.</p>	<p>SCHEDULE: At least 2 scheduled events or project milestones per year, depicted on a horizontal timeline with at least Quarter resolution (3 month increments) starting with the Quarter that contains the project start and ending with the Quarter that contains the scheduled project end. Quarters begin on 1 October, 1 January, 1 April, and 1 July. Use absolute time designations for all dates.</p>

2. Funding Report.

2.1. Incurred Expenses this Period. Specify the expenses incurred during this reporting period (direct and indirect costs on the awardee's accounting system including labor, overhead, G&A, equipment purchases, travel, material, and any subcontract charges known by the prime).

2.2. Invoices this Period. Specify the invoice date, number, and amount of each invoice submitted during this reporting.

2.3. Date Incurred Expenses will equal Obligated Funding. Specify the anticipated dates that incurred expenses will equal 75% and 100% of the obligated funding, respectively.

2.4. Planned Incurred Expenses. Specify the total expenses planned to be incurred for each of the next three (3) quarters.

2.5. Projected Funding Increment. Specify the funding increment required for the period beginning with "Date Incurred Expenses will equal 100% of Obligated Funding"

and ending with 31 December of the next calendar year. If contract ends prior to 31 December of the next calendar year, specify the funding increment required up to the contract end date. Obligated funding increments are additions to currently available funds, not additions to the total contract value.

2.6. Issues or Concerns. Summarize any funding, technical, programmatic and other issues or concerns as well as recommended actions for Government consideration. Indicate if an anticipated funding increment has not been received.

3. Technical Report.

3.1. Project Progress.

3.1.1. Progress Against Planned Objectives. Update the status of the specific objectives identified in the last reporting period as "Specific Objectives for Next Period". For each objective, indicate if the objective was or was not accomplished. For each objective not accomplished, detail the current status of the objective.

3.1.2. Technical Accomplishments this Period. Describe the technical accomplishments made during this reporting period.

3.1.3. Improvements to Prototypes this Period. Provide a detailed, quantitative description of significant new features, capabilities and performance enhancements to hardware and software prototypes made during this period.

3.1.4. Significant Changes to Technical Approach to Date. Identify and provide a detailed description of and rationale for significant changes to the technical approach since the start of the research project.

3.1.5. Deliverables this Period. Report the deliverables (excluding Technology Transition and Transfer covered under 3.1.6.) submitted during this reporting period. List the Deliverable Name, Type of Deliverable (e.g. hardware or software item, demonstration, milestone, design study or other documentation), and Date of Submission. List the Contract Line or Data Item Number (CLIN or DIN), when applicable. Specify the name, organization, business phone, fax number, and e-mail address of a point of contact for the organization(s) that received the deliverable.

3.1.6. Technology Transition and Transfer This Period.

3.1.6.1. Technology Transition and Transfer Description. List and describe the features and performance capabilities for each technology transitioned or transferred this period.

3.1.6.2. Technology Transition and Transfer List. For each technology transitioned or transferred this period, identify the specific military, commercial, or other transition or transfer organization(s) and the application context.

3.1.6.3. Technology Transition and Transfer Contacts. For each technology transitioned or transferred this period, specify the name, organization, business address, business phone, business fax, and e-mail address of a cognizant point of contact for the organization(s) that received the transitioned or transferred technology.

3.1.7. Publications this Period. Provide an electronic copy of each publication sponsored fully or in part by this contract during the reporting period. For each publication, specify the:

- (1) Title
- (2) Author(s)
- (3) Publication date
- (4) Publication venue (e.g. journal, conference or magazine name)
- (5) Publication keywords

3.1.8. Meetings and Presentations this Period. List all meetings (conferences, workshops, demonstrations, and other coordination meetings) participated in during the reporting period that were sponsored fully or in part by this contract. For each meeting, specify the:

- (1) Meeting Name
- (2) Meeting Purpose
- (3) Meeting Start and End Dates
- (4) Meeting Location (place and name of facility)
- (5) Meeting Attendees from this project
- (6) Presentations Made

3.1.9. Issues or Concerns. Summarize any funding, technical, programmatic, or other issues or concerns as well as recommended actions for Government consideration. Indicate if an anticipated funding increment has not been received.

3.2. Project Plans.

3.2.1. Planned Activities. Describe the planned activities for the next reporting period. Discuss the risks and payoffs corresponding to the planned activities. Include a discussion of planned experiments, demonstrations, presentations, and technical papers.

3.2.2. Specific Objectives for Next Period. Report the significant technical and programmatic objectives planned to be completed during the next reporting period. These are dynamic objectives driven by the progress of the project and

not necessarily long-term milestones. Report specific and measurable objectives, rather than simple declarations of continued or sustained effort. For each objective, provide:

- (1) Objective Name
- (2) Objective Type.
- (3) Objective Description. Provide a description of the objective in terms of a specific performance capability to be achieved and in relation to project milestones.
- (4) Impact. State the significance to this project or related projects if the objective is or is not met.

END OF DI-MISC-81612A

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Statement of Work

(U) **Phase I (Base):** Phase I of the GOLDEN project shall develop a prototype of a distributed system of devices to be utilized to perform RF signal identification and location.

(U) *Task 1: Systems Engineering:* The systems engineering approach shall include the use of a team-wide Systems Engineering Integrated Product Team (SE IPT), the development and maintenance of a System Design Document (SDD), and the development and maintenance of an overall strategy for risk reduction in a Technology Development and Assessment Plan (TDAP). This task shall identify, perform, and compile trade-off studies for meeting system requirements, and it shall allocate and maintain a hierarchy of system, component, and subcomponent requirements, documenting them in a set of Item Performance Specifications. This task develops interim tests of performance, with quantitative success criteria. The task shall develop a system architecture, including the identification and description of all internal and external interfaces, and a human-machine interface and the physical capability for internode communication among devices. This task develops a Phase II configuration management plan.

(U) General Dynamics has primary responsibility, with support from (b)(4) The exit criteria is a system design, documented by the SDD and implemented in a prototype, that meets the Retriever Phase I Go/No-Go criteria. The deliverables are the System Concept Review (SCR), interim (for SCR review) and final versions of the SDD, and the Phase I final version of the TDAP.

(U) *Task 2: Hardware:* Targeting data fidelity and computation requirements to the constraints of the final Retriever device is accomplished concurrently with the design of algorithms. This task receives the data fidelity and computational requirements of algorithms from Task 3, provides input to Task 3 for optimizing its data fidelity and computational requirements, and performs trade studies. A hardware emulator for the final Retriever system, known as the equivalent reference system, shall be specified for construction in Phase II, and its capability to meet the data fidelity and computing requirements associated with the Go/No-Go criteria shall be demonstrated by analysis.

(U) General Dynamics has primary responsibility for this task, with support from (b)(4) concerning the signal collection subsystem and location algorithms. The exit criterion is a top-level design by which the data fidelity and computation needs of the Retriever software can be met by the final Retriever device.

(U) *Task 3: Software:* This task develops methods for achieving the performance goals of Retriever for signal identification and location. The methods consist of software modules for signal extraction (preprocessing), identification, and location, and sensor network control. This effort encodes a preprocessing method described by the Government and augments it with other methods. Signal identification shall begin with a preprocessed signal. Trade studies shall be conducted to examine the signal identification performance of various types and combinations of these features, and the incorporation of overall signal syntax information into the identification operation. A method for updating and maintaining a database of signal types shall be developed.

(U) A multi-modal geolocation capability consisting of different processing algorithms with complementary capabilities shall be developed in software. This task also includes the development of the application layer for sensor network control and communication among Retriever sensors. Computational requirements for these algorithms, and for a preliminary algorithm for the more complex signal environment of Phase II, shall be provided to Task 1. An existing human machine interface shall be adapted for the Phase I prototype system.

(U) General Dynamics has overall responsibility for this task, with component responsibilities assigned to: General Dynamics for signal extraction for identification and signal processing for signal identification; (b)(4) for signal extraction for location, geolocation subsystem, CTR and SCTR algorithms, and sensor network control; (b)(4) for SAI geolocation, and for geolocation computational requirements and efficiency.

(U) *Task 4: System Integration:* The various software modules, and processors are combined to produce the Retriever Phase I prototype. This task builds interim and final prototype system from the software modules for signal preprocessing, identification, and location. Software from all team members shall be integrated onto the

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workstation. Successively-more-comprehensive integration tests shall be conducted, culminating in end-to-end testing for both design defects (via specific probe tests) and implementation fidelity (via regression tests).

(U) General Dynamics has primary responsibility. (b)(4) provide software modules, associated module reference tests, and integration consultation and support. The exit criteria are system-level tests validating software performance for each component, and end-to-end operation from data ingest to results presentation. The deliverables are an interim and a final prototype system, and test results that establishes faithful integrated system operation.

(U) *Task 5: Data and Interim Tests:* Program data collections, use of data supplied by others, internal performance tests, and performance against interim metrics are conducted to assure progress toward the program goals. This effort conducts data collections at the locations of team members and at a government test facility under controlled conditions. The work includes collection planning, preparation of infrastructure and collection tools, data collection, and post-collection processing, formatting, and distribution. Data collected beyond the program, including data provided by DARPA, is processed, formatted, and truthed for program development. Interim performance tests are conducted to measure progress against metrics set in Task 1, with expected outcome and predicted effect upon Go/No-Go success at the end of the phase, and they are conducted and their results are compiled, analyzed, and reported.

(U) General Dynamics has primary responsibility for this task, with support in data collection planning, execution, and analysis and in interim performance testing, provided by (b)(4). Exit criteria consists of successfully collecting data to support interim tests, and to successfully ingest and process data collected by other organizations, and to meet team-defined interim performance criteria. The task delivers all data and data description information collected, and the metrics and results of interim performance tests as specified in the TDAP.

(U) *Task 6: Go/No-Go Tests:* The final end-of-phase tests against program goals and Go/No-Go metrics, as well as the preparation for the conduct of these tests, is performed. This includes test planning, dry runs to assure proper testing operation, conduct of tests themselves, including the support of government evaluators, and analysis and reporting of results. Go No-go tests are performed with laboratory data and they execute in greater than real time.

(U) General Dynamics has primary responsibility for this effort, with (b)(4) supporting these tests through preparation, software installation, and physical presence during the test. The exit criterion is successful meeting of the program Go/No-Go metrics. The deliverables are the conduct of the Go/No-Go tests and the report of results of these tests.

(U) *Task 7: Program Management:* The overall project execution shall be planned and monitored using standard, proven management methods and tools. Project plans shall be maintained, and progress shall be tracked against milestones to assure that the project is on track to meet all Retriever performance metrics. Frequent coordination with government customers and other performers shall be a priority. Status and technical reports and presentations shall be prepared and presented. Frequent teleconferences between the government and the team will be held. Earned value will be reported via SPI and CPI.

(U) General Dynamics has overall responsibility for this task, with each organization having responsibility for managing its internal activities. The exit criterion is to successfully complete the Phase I project by meeting the project goals and Go/No-Go tests. The deliverables are the Phase I kickoff meeting, technical and programmatic reports, including monthly, quarterly, and Final Phase I presentations and copies of presented material.

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(U) **Phase II (Option):** Phase II of the GOLDEN project continues the development and refinement of the Retriever prototype system. This phase demonstrates the signal identification and location capability operating in a complex environment that is more representative of expected operating conditions. It includes demonstrating real-time processing on hardware compatible with the ultimate program objectives.

(U) **Task 1: System Engineering:** The Retriever prototype system shall be extended and improved. Phase II shall introduce the use of formal configuration management and formal tracking of requirements, using commercial tools. A code repository shall be established. The human machine interface for the final system shall be designed and prototyped.

(U) General Dynamics has primary responsibility, with support from (b)(4) The exit criteria are an enhanced system design, characterized by meeting all Phase II objectives and Go/No-Go criteria, as implemented in the Phase II prototype. The deliverables are the Phase II prototype, updated SDD and TDAP documents for Phase II, and operating instructions.

(U) **Task 2: Hardware:** This task completes the design of the real time hardware, constrained in size, weight, and power to a form factor consistent with the final Retriever system specified by the government customer. The real time hardware is designed, built, and tested, its interfaces are built, and its control software is implemented. The real time hardware includes a signal ingest subsystem and a processing subsystem (both programmable processors and field-programmable gate array [FPGA]). This task develops, applies, and tests the programming for the FPGA(s). This task includes the incremental design tests necessary to assure proper operation.

(U) General Dynamics has primary responsibility for this task. (b)(4) support this task for defining requirements and validating the the signal collection subsystem.. The exit criterion is the demonstration of the real time hardware running the hardware system operation tests successfully the Retriever software in manner specified by the Phase II Go/No-Go criteria. The deliverable is the real time Retriever prototype hardware system.

(U) **Task 3: Software:** Software that was developed in Phase I shall be enhanced to accommodate the more complex signal environment associated with Phase II goals and Go/No-Go metrics. Signal preprocessing methods developed for signal location and signal identification in Phase I shall be combined into a common signal preprocessing module. Signal environment complexities pertaining to identification shall be accommodated by improving the separability of time- frequency features and decision methods. Signal location software shall be enhanced to reflect the greater complexity of Phase II signals and their environment.

(U) General Dynamics has overall responsibility for this task, with component responsibilities assigned to (b)(4) (b)(4) for signal collection, geolocation, and sensor network control. The exit criterion is the completion of signal identification and location algorithms shown to work in the more complex signal environment, and their description in form suitable for porting onto the equivalent reference system for real time operation. Deliverables are the TDAP-specified test results.

(U) **Task 4: System Integration:** This task integrates the real time hardware with the software for signal identification and location in the Phase II complex environment. It receives the equivalent reference system from Task 2, and software implementing the algorithms in manner targeted toward the real time hardware prototype. It also receives reference inputs and outputs to measure the fidelity of real time algorithm implementation. Upon establishing that the real time hardware operates properly, the software for RF transmitter location and identification is programmed onto this hardware.

(U) This task is the responsibility of General Dynamics, with support to provide consultation on signal location and sensor network control software (b)(4) and the signal location and complex environment mitigation software (b)(4) The exit criterion is the signal identification and location software operating properly upon the equivalent reference system hardware.

(U) **Task 5: Data and Interim Tests:** This task performs data collections, uses data supplied by others, and performs tests of system performance against interim metrics during development of the real-time prototype. Data is collected both at team members' locations and at the Idaho National Laboratory under controlled conditions, emphasizing the complex signal environment featured by Phase II. Interim performance tests are defined to measure progress against interim metrics set in Task 1, with expected outcome and predicted effect upon Go/No-Go success at the end of the phase, and they are conducted and their results are compiled, analyzed, and reported.

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(U) General Dynamics is responsible for this task, with support in data collection planning, execution, and analysis and interim performance testing provided by (b)(4). Exit criteria consists of successfully collecting data to support interim tests, and to successfully ingest and process data collected by other organizations, particularly DARPA, and to meet team-defined interim performance criteria. The task delivers all data and data description information collected, and the metrics and results of interim performance tests as specified in the TDAP.

(U) *Task 6: Go/No-Go Tests:* The final end-of-phase tests against program goals and Go/No-Go metrics, as well as the preparation for the conduct of these tests, is performed. This activity includes test planning, dry runs with truthed or other data to assure proper testing operation, the conduct of tests themselves, including the support of government evaluators, and the analysis and reporting of results. Go No-go tests are performed with non-laboratory data under conditions identified in the BAA Classified Addendum.

(U) General Dynamics has primary responsibility for this effort, with (b)(4) supporting these tests through preparation, software installation, and physical presence during the test. The exit criterion is successful meeting of the program Go/No-Go metrics. The deliverables are the conduct of the Go/No-Go tests and the report of results of these tests.

(U) *Task 7: Program Management:* The overall project execution shall be planned and monitored in manner similar to Phase I. This task prepares the proposal for Phase III upon request by the government. Frequent coordination with government customers and other performers shall be a priority. Status and technical reports and presentations shall be prepared and presented.

(U) General Dynamics has overall responsibility for this task, with each organization having responsibility for managing its internal activities. The exit criterion is to successfully complete the Phase I project by meeting the project goals and Go/No-Go tests. The deliverables are Phase II kickoff meeting, monthly technical and programmatic reports, quarterly Interim Program Reviews, Final Phase II report, and Phase III technical and cost proposal.

(U) **Phase IIA (Option):** (b)(4) will integrate the Retriever signal acquisition and geolocation algorithms into a DRT system. (b)(4) will use the DRT Software Development Kit (SDK). The DRT system and SDK will be provided to (b)(4) as GFE.

(U) **Phase IIB (Option):** This design adds to the hardware of Task 2 the ability to receive live data to augment the ingest of recorded data of the Phase I prototype. It augments the signal ingest subsystem of Task 2 with a signal collection subsystem (intercept tuners, samplers, digital downconverters, GPS receivers).



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

Attachment 2

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

FROM: DARPA, Contracts Management Office
TO: Glen McWright
SUBJECT: Appointment as Contracting Officer's Representative (COR)

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

Contract Number: HR0011-09-C-0111
Contractor: General Dynamics, Advanced Information Systems
Program Description: Retriever

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.
3. In the performance of the duties delegated to you in this letter, you are cautioned that you could 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.
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 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.

9. Your appointment as COR for this effort expires on 34 months after date of 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.

DAVIS.STEPHEN
C.1206070753

Digitally signed by DAVIS.STEPHEN.
C.1206070753
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=DARPA,
cn=DAVIS.STEPHEN.C.1206070753
Date: 2009.07.10 08:55:26 -04'00'

STEPHEN C. DAVIS
Contracting Officer

Date

(b)(6)

GLEN MCWRIGHT
Contracting Officer's Representative

8 July 09
Date

HR0011-09-C-0111

DD FORM 254

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 08-Jan-2010		4. REQUISITION/PURCHASE REQ. NO. Y661/00		5. PROJECT NO. (If applicable)
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA SOUTHERN VIRGINIA, GREENSBORO AREA 2301 WEST MEADOWVIEW ROAD, SUITE 103 GREENSBORO NC 27407-3704		CODE S5111A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADVANCED INFORMATION SY 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0111		
				X 10B. DATED (SEE ITEM 13) 28-Jul-2009		
CODE 1U2D5		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfa1asca10243 The purpose of this modification is to incorporate a revised DD Form 254 to the contract. See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES**1. SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following has been modified as highlighted in bold:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	TFIMS CDRL A001	8	7 July 2009
Attachment 1	Statement of Work	4	30 June 2009
Attachment 2	Contracting Officer's Representative Memorandum	3	10 July 2009
Attachment 3	DD Form 254	4	05 Nov. 2009

2. Except as modified above, the terms and conditions of the contract shall remain unchanged and in full force and effect.

(End of Summary of Changes)

HR0011-09-C-0111

DD FORM 254

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. F00002	3. EFFECTIVE DATE 23-Feb-2010	4. REQUISITION/PURCHASE RBQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SOUTHERN VIRGINIA, GREENSBORO AREA 2301 WEST MEADOWVIEW ROAD, SUITE 103 GREENSBORO NC 27407-3704			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADVANCED INFORMATION SY 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0111		
			<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 28-Jul-2009		
CODE 1U2D5		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Unilateral: FAR 52.232-22 "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfalasca10396 The purpose of this modification is to provide incremental funding in the amount of \$1,947,012 (AO Y661/01). See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4040 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 23-Feb-2010	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO		AMOUNT
000102	Funding for CLIN 0001	
	AO No. Y661/01	
	ACRN AB	\$1,947,012.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,947,012.00 from \$3,571,508.00 to \$5,518,520.00.

b) SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB
CIN: 00000000000000000000000000000000
Acctng Data: 9700400 1320 Y661 P0X20 2525 DPAC 0 5065 S12136 63766E
Increase: \$1,947,012.00
Total: \$1,947,012.00

c) The following have been modified as highlighted in bold:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$5,518,520** 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 **28 November 2010**. 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 **\$5,518,520** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. **CLIN 0001 is henceforth fully funded.**
(end of clause)

3. Except as modified above, the terms and conditions of the contract shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 29-Mar-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011		7. ADMINISTERED BY (If other than item 6) DCMA SOUTHERN VIRGINIA, GREENSBORO AREA 2301 WEST MEADOWVIEW ROAD, SUITE 103 GREENSBORO NC 27407-3704		CODE S5111A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADVANCED INFORMATION SY 1200 JOE HALL DRIVE YPSILANTI MI 48197-7523				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0111			
				X 10B. DATED (SEE ITEM 13) 28-Jul-2009			
CODE 1U2D5		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfalasca10554 The purpose of this modification is to incorporate additional in-scope work to the program. This modification increases the value of the contract and provides funding in the amount of \$247,583 (AO Y661/02). See Pages 2-4.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 31-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$247,583.00 from \$5,518,520.00 to \$5,766,103.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by (b)(4)

The fixed fee has increased by (b)(4)

The total cost of this line item has increased by \$247,583.00 from \$5,518,520.00 to \$5,766,103.00.

SUBCLIN 000103 is added as follows:

ITEM NO		AMOUNT
000103	Funding for CLIN 0001	
	AO No. Y661/02	
	ACRN AB	\$247,583.00

3. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following has been added as highlighted in bold:

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 Items (CLINs) 0001 in accordance with the Statement of Work, Attachment 1 hereto.

(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.

(c) In addition, the following work statement is incorporated:

Via modification P00003, the Contractor will address the following four improvement areas:

- 1) Analyzing and adjusting error models to reflect behavior against actual data;
 - 2) The characterization and diagnosis of performance shortfalls;
 - 3) The introduction of improvements into the processing algorithms; and
 - 4) The testing and performance characterization of these additional enhancements.
- (end of clause)

4. SECTION F - DELIVERIES OR PERFORMANCE

The following has been added as highlighted in bold:

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)
0001/0002*/0003*/0004*	Mid-Term Report	See Exhibit A CDRL
0001/0002*/0003*/0004*	Monthly Status Reports	Monthly (15 th of each month)
0001	Initial System Design Document	2 weeks prior to System Concept Review
0001	Final SDD	28 July 2010
0001	Technology Development and Assessment Plan (TDAP)	2 weeks prior to System Concept Review and updated for each IPR
0001	Test Reports	At quarterly IPR
0001	Performance Improvements Report	28 November 2010
0001/0002*	Meeting Reports	As requested
0001/0002*	Technical Trade Study Reports	At quarterly IPR
0001/0002*	Source code for Retriever algorithms	1 week prior to end of phase
0001/0002*	Compiled code for Retriever algorithms	1 week prior to end of phase
0002*	Major component Go/No-Go Test Reports	At quarterly IPR; Final Go/No-Go testing at 6 weeks prior to end of phase
0002*	Component Demonstration Reports	At quarterly IPR
0002*	Purchased Hardware	At end of phase
0003*	All Hardware, Source Code, and Compiled Code	1 week prior to end of phase
0003*	Copies of any raw data files and ground truth data collected for hardware development purposes	2 weeks after collection of data
0004*	Raw data files and ground truth data associated with data collection activities	2 weeks after collection of data

(end of clause)

5. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$247,583.00 from \$5,518,520.00 to \$5,766,103.00.

b) SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9700400 1320 Y661 P0X20 2525 DPAC 0 5065 S12136 63766E
Increase: \$247,583.00
Total: \$247,583.00

c) The following have been modified as highlighted in bold:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$5,766,103** 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 28 November 2010. 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 **\$5,766,103** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. CLIN 0001 is henceforth fully funded.

(end of clause)

6. Except as modified above, the terms and conditions of the contract shall remain unchanged and in full force and effect.

(End of Summary of Changes)