AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350)

2. CONTRACT (Proc. Inst. Item) NO. HR0011-09-C-0112

3. EFFECTIVE DATE 14 Aug 2009

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 986900

5. ISSUED BY CODE HR0011

6. ADMINISTERED BY CODE 90514A

7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, state and zip code)

   SCIENCE APPLICATIONS INTERNATIONAL CORPO
   9280 CAMPUS POINT DR
   SAN DIEGO CA 92122-1522

8. DELIVERY [ ] FOR ORIGIN [ ] OTHER (See below)

   Net 30 days.

10. SUBMIT INVOICES 1

   (4 copies unless otherwise specified)

   15G. TOTAL AMOUNT OF CONTRACT $6,138,668.00

11. SHIP TO/MARK FOR CODE HR0011

   DARPA
   52302
   GLEN MCWRIGHT
   2701 N. FAIRFAX DRIVE
   ARLINGTON VA 22203-1714

12. PAYMENT WILL BE MADE BY CODE 903303

   DFAS COLUMBUS CENTER
   WEST ENTITLEMENT OPERATIONS
   P.O. BOX 182581
   COLUMBUS OH 43218-2581

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

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<th>PAGE(S)</th>
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</thead>
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<td>X B</td>
<td>SUPPLIES OR SERVICES AND PRICES COSTS</td>
<td>2 - 4</td>
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<td>X C</td>
<td>DESCRIPTION/SPEC/WORK STATEMENT</td>
<td>5 - 6</td>
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PART I - THE SCHEDULE

PART II - CONTRACT CLAUSES

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

57. [X] CONTRACTOR'S NEGOTIATED AGREEMENT

58. [X] AWARD

19A. NAME AND TITLE OF SIGNER (Type or print)

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

19D. UNITED STATES OF AMERICA

20A. NAME OF CONTRACTING OFFICER

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

Signature of person authorized to sign

Signature of Contracting Officer

STANDARD FORM 26 (REV. 12/2002)

Prepared by GSA

FAR (48 CFR) 13.1214(a)
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  (b)(4)  (b)(4)  $6,138,668.00  $6,138,668.00

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

See Exhibit A

ITEM NO  AMOUNT
000101  Funding for CLIN 0001

AO No. Y660/00
ACRN AA  $3,683,306.00
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>ESTIMATED COST</th>
<th>FIXED FEE</th>
<th>TOTAL EST. COST PLUS FIXED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>Retriever Phase 1B CPFF</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>$468,839.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>Retriever Phase 2 CPFF</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
<td>(b)(4)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ITEM NO 0004
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
Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Contract Line 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, with the exception of those items listed in Attachment 2 of the contract.

(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:
2. ADDITIONAL MISC. DELIVERABLES

The Contractor shall also deliver those items listed in the Contract Attachment (1) - Statement of Work under the paragraph entitled "Deliverables", 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

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

(end of clause)
Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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

CLAUSES INCORPORATED BY REFERENCE

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-8</td>
<td>Inspection Of Research And Development Cost Reimbursement</td>
<td>MAY 2001</td>
</tr>
<tr>
<td>252.246-7000</td>
<td>Material Inspection And Receiving Report</td>
<td>MAR 2008</td>
</tr>
</tbody>
</table>
Section F - Deliveries or Performance

CLauses Incorporated by Reference

52.247-34 F.O.B. Destination NOV 1991

Clauses Incorporated by Full Text

F-1 Term of Contract

(a) The term of CLIN 0001 commences on the effective date of the contract and continues through 14 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 6 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 18 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 9 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:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Due Date (on or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001/0002*/0003*/0004*</td>
<td>Mid-Term Report</td>
<td>See Exhibit A CDRL</td>
</tr>
<tr>
<td>0001/0002*/0003*/0004*</td>
<td>Monthly Status Reports</td>
<td>Monthly</td>
</tr>
<tr>
<td>0001</td>
<td>Initial System Design Document</td>
<td>2 weeks prior to System Concept Review</td>
</tr>
<tr>
<td>0001</td>
<td>Final SDD</td>
<td>6 weeks prior to end of phase</td>
</tr>
<tr>
<td>0001</td>
<td>Technology Development and Assessment Plan (TDAP)</td>
<td>2 weeks prior to System Concept Review and updated at each IPR</td>
</tr>
<tr>
<td>0001</td>
<td>Operational System Final Hardware Requirement Study</td>
<td>2 weeks prior to Phase 1 Review</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Meeting Reports</td>
<td>As requested</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Technical Trade Study Reports</td>
<td>At quarterly IPR</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Major component Go/No-Go Test Reports</td>
<td>At quarterly IPR; final Go/No-Go testing 6 weeks prior to end of phase</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Component Demonstration Reports</td>
<td>At quarterly IPR</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Source code for Retriever algorithms</td>
<td>1 week prior to end of phase</td>
</tr>
<tr>
<td>0001/0003*</td>
<td>Compiled code for Retriever algorithms</td>
<td>1 week prior to end of phase</td>
</tr>
</tbody>
</table>
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 Y660 P9X20 2525 DPAC 9 5281 S12136 63766E
AMOUNT: $3,683,306.00
AO: Y660/00
CIN 00000000000000000000000000000000: $3,683,306.00

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:

<table>
<thead>
<tr>
<th>WAWF Invoice Type:</th>
<th>Select Cost Voucher</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office DoDAAC</td>
<td>HR0011 (ext. 13)</td>
</tr>
<tr>
<td>Admin Office DoDAAC</td>
<td>S0514A</td>
</tr>
<tr>
<td>Service Approver DoDAAC (Cost Voucher)</td>
<td>HR0011</td>
</tr>
<tr>
<td>DCAA Office DoDAAC</td>
<td>HAA245</td>
</tr>
<tr>
<td>Paying Office DoDAAC</td>
<td>HQ0339</td>
</tr>
</tbody>
</table>
(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 Miramar Branch Office
DoDAAC: HAA245
9444 Balboa Ave
Suite 320
San Diego, CA 92123-7304

(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:

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail</th>
<th>Phone</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen McWright</td>
<td><a href="mailto:glen.mcwright@darpa.mil">glen.mcwright@darpa.mil</a></td>
<td>571-218-4606</td>
<td>COR</td>
</tr>
</tbody>
</table>

G-3 Delegation of Authority for Contract Administration

(a) DCMA San Diego (DoDAAC: S0514A) 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 $3,683,306 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 14 May 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 $3,683,306 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 contract.
(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 252.225-7010.

(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 8 May 2009 (as well as those listed in the Online Representations and Certifications Application, dated 12 January 2009) 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):

<table>
<thead>
<tr>
<th>Phase I</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(4)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase II</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(4)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phase II A</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)(4)</td>
<td></td>
</tr>
</tbody>
</table>
(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 Master Small Business Subcontracting Plan, dated 28 May 2009, is incorporated herein and made a part of this contract by reference.
(end of clause)

H-18 Proprietary Technical Data and Computer Software

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

H-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
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/)
## Section 1 - Contract Clauses

**CLAUDES INCORPORATED BY REFERENCE**

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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 33 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-0112.

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

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**FORMAT.**

- **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).
  - 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.**

- 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.

**CONTINUED ON THE NEXT PAGE**

<table>
<thead>
<tr>
<th>G. PREPARED BY</th>
<th>H. DATE</th>
<th>I. APPROVED BY</th>
<th>J. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>10 July 2009</td>
</tr>
</tbody>
</table>
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 
AMSC Number: D7517 
DTIC Applicable: N/A 
Preparation 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:

<table>
<thead>
<tr>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GRAPHIC:</strong> A visually compelling graphic that conveys the key technological idea(s) or the expected impact of the research.</td>
</tr>
<tr>
<td><strong>IMPACT:</strong> At least 3 quantitative statements discussing how this research can revolutionize an area of importance to the Department of Defense.</td>
</tr>
<tr>
<td><strong>NEW IDEAS:</strong> List at least 3 new technical ideas embodied by the research.</td>
</tr>
<tr>
<td><strong>SCHEDULE:</strong> 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.</td>
</tr>
</tbody>
</table>

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.


3.1. 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
8 July 2009

MEMORANDUM FOR ADMINISTRATIVE CONTRACTING OFFICER, DCMA SAN DIEGO (ATTN: COGNIZANT ADMINISTRATIVE CONTRACTING OFFICER)

SUBJECT: Specific Delegation of Authority for Administrative Functions for Contract No. HR0011-09-C-0112 with Science Applications International Corporation.

The subject contract, a copy of which has been transmitted to DCMA via EDA, designates your activity as the Administrative Office for performance of the contract functions listed in the attached checklist of administration functions. Subject to your concurrence, you are requested to perform the functions identified. It is requested that you confirm acceptance of this delegation in writing (via email is acceptable) to the undersigned. A copy of the Contracting Officer’s Representative (COR) assignment letter is available upon request to the undersigned.

Please note that this is a cost plus fixed fee contract, invoicing via WAWF, and Patent and Invention Disclosure via I-Edison (www.iedison.gov).

If you have any questions, please contact me at (571) 218-4949 or stephen.c.davis@darpa.mil.

(b)(6)

STEPHEN C. DAVIS
Contracting Officer
Contracts Management Office

Attachments: (1) Checklist of Administration Functions
ATTACHMENT 1
CONTRACT ADMINISTRATION FUNCTIONS

Contract Number: HR0011-09-C-0112

Stephen C. Davis  8 July 2009
Contracting Officer  Date

The items listed in FAR 42.302(a), DFARS 242.302, and Class Deviation 99-O0010 are the contract administration functions to be performed by the cognizant contract administrative office (CAO), to the extent they apply on this contract, as prescribed in 42.202.

The CAO shall perform the functions in FAR 42.302(b) only when and to the extent specifically authorized by the contracting office as identified below:

- [X] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.
- [X] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess/remaining to known contract requirements.
- [X] Negotiate changes to interim billing prices.
- [X] Make acceptance of contract deliverables/invoices in the Wide Area Workflow (WAWF) system on behalf of the Contracting Officer's Representative should that organization not be capable of doing so. Prior to making any such acceptance, the ACO will receive a written acceptance (e-mail is acceptable) from the COR.
- [X] Prepare evaluations of contractor performance in accordance with Subpart 42.15.
- [X] Coordinate reviews and approvals of patents/invention disclosures and reports submitted via I-Edison in accordance with FAR Clause 52.227-11/12.

Any additional contract administration functions not identified above, or not otherwise delegated, remain the responsibility of the contracting office.
# Statement of Work

## Phase 1:

**Objective General Description:** This Statement of Work (SOW) defines tasks associated with the design, development, implementation and testing of the Retriever System prototype during Phase 1 (Base). The guiding requirements for this task are the Retriever requirements specified in DARPA Retriever BAA-09-15. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
<th>Duration (Mos)</th>
<th>Dependencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 (Base) (15 months)</td>
<td>1.0</td>
<td>Retriever Prototype System Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1/1)</td>
</tr>
<tr>
<td>Systems Engineering</td>
<td>1.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1/1)</td>
</tr>
<tr>
<td>System Engineering Management</td>
<td>1.1.1</td>
<td>The SAIC team shall establish and document system engineering practices in the System Engineering Plan.</td>
<td></td>
<td>Final Phase 1 Review</td>
<td>Monthly report</td>
<td>1.4.2</td>
<td></td>
</tr>
<tr>
<td>Requirements and Operational Concept Development</td>
<td>1.1.2</td>
<td>The SAIC team shall develop an Operational Concept for the Retriever Prototype system and validate these with the customer. A Prototype System concept design shall be developed, and a mission utility assessment shall be conducted to establish Measures of Effectiveness (MOE). Key Performance Parameters (KPPs) and Measures of Performance (MOPs) shall be defined based on the MOEs. The operational concept, KPPs, MOEs, and MOPs shall be documented in the SDD.</td>
<td></td>
<td>Final Phase 1 Review</td>
<td>Technical Report</td>
<td>1.4.2</td>
<td></td>
</tr>
<tr>
<td>System Architecture and Requirements Allocation</td>
<td>1.1.3</td>
<td>The SAIC team shall develop and document the system architecture. Interface requirements between components shall be defined. System Architecture, requirements, and interfaces shall be documented in the SDD.</td>
<td></td>
<td>System Concept Review and Final Phase 1</td>
<td>System Design Document</td>
<td>1.4.2</td>
<td></td>
</tr>
</tbody>
</table>
## Attachment 1 – Statement of Work

### 9 July 2009

<table>
<thead>
<tr>
<th>SDI</th>
<th>1.2</th>
<th>Verification and Validation</th>
<th>1.1.4</th>
<th>The SAIC team shall establish and track top-level demonstration and test objectives to determine the ability of the design to meet KPPs. System performance prediction, test plans, and test results shall be documented.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Management</td>
<td>1.1.5</td>
<td>The SAIC team shall identify technical, schedule, and cost risks, quantify the likelihood and consequence of the risk, and develop a risk mitigation strategy based on trade studies and experiments for each risk.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Development and Integration (SDI)</td>
<td>1.2</td>
<td>Software Design</td>
<td>1.2.1</td>
<td>The SAIC team shall implement an overall software design and development process. This shall include characterization of Retriever algorithms for real-time implementation and targeted algorithm benchmarking.</td>
</tr>
<tr>
<td>Hardware Design</td>
<td>1.2.2</td>
<td>The SAIC team shall implement an overall process for hardware design and development. This process shall include trade studies for hardware definition, development and test for all hardware elements of a prototype Retriever node. Additionally, it shall include the design of a network communications capability to support the deployed architecture.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test and Demonstration</td>
<td>1.2.3</td>
<td>The SAIC team shall plan and perform testing in support of system design and the Phase 1 Go/No-Go Demonstration.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Development and Integration</td>
<td>1.2.4</td>
<td>Algorithm Development</td>
<td>1.3</td>
<td>The SAIC team shall implement an overall process for hardware and software integration, test, and configuration management.</td>
</tr>
<tr>
<td>Technical Mgt</td>
<td>1.3</td>
<td>Front End Processing (FEP)</td>
<td>1.3.1</td>
<td>Review Final Phase 1 Review TDAP update after SCR and at Final Phase 1 Review</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Final Phase 1 Review Monthly report 1.4.3</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td>Final Phase 1 Review Monthly report 1.4.3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Phase 1 Go/No-Go Demonstration Technical Report 1.4.3</td>
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<td></td>
<td></td>
<td>Phase 1 Go/No-Go Demonstration Monthly report 1.4.3</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Phase 1 Go/No-Go Monthly report 1.1.2 1.1.3</td>
</tr>
</tbody>
</table>
## Attachment 1 – Statement of Work

### 9 July 2009

<table>
<thead>
<tr>
<th>Activity</th>
<th>Requirement</th>
<th>Description</th>
<th>Deliverables</th>
<th>Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>RF Signal Identification</td>
<td>1.3.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RF Signal Location</td>
<td>1.3.3</td>
<td>The SAIC team shall develop non-real-time algorithms that perform RF Signal Location. Trade studies shall be performed to support refinement of signal processing algorithms for RF Signal Location and the migration of these techniques to support real-time operation.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
</tr>
<tr>
<td>Algorithm Integration Technical Mgt</td>
<td>1.3.4</td>
<td>The SAIC team shall integrate non-real-time software algorithm code to demonstrate meeting Phase 1 Go/No-Go criteria for RF Signal Identification and Location with GFI test data.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
</tr>
<tr>
<td>Program Management</td>
<td>1.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1 Program Mgt &amp; Oversight</td>
<td>1.4.1</td>
<td>The SAIC team shall perform program management oversight tasks to support execution of Phase 1. This shall include team coordination activities, security management, IT support, program control activities and service center management.</td>
<td>Final Phase 1 Review</td>
<td>Monthly report</td>
</tr>
<tr>
<td>Phase 1 Contract Kick-off</td>
<td>1.4.2</td>
<td>The SAIC team shall hold a Kickoff meeting with the customer at contract award.</td>
<td>Kick-off meeting completion</td>
<td>CA</td>
</tr>
<tr>
<td>System Concept Review</td>
<td>1.4.3</td>
<td>The SAIC team shall hold a System Concept Review within 60 days of contract award and shall provide a roadmap of activities for supporting the Phase 1 effort based on the TDAP. The review shall explain the system</td>
<td>SCR completed</td>
<td>SCR technical reports</td>
</tr>
</tbody>
</table>
### Phase 1 Interim Program Reviews

| 1.4.4 | The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the prototype system design, review of system requirements and engineering activities. | Completio
n of each individual IPR | Monthly report | 1.4.3 |
|-------|-------------------------------------------------------------------------------------------------|------------------|------------------|------|

### Phase 1 Final Review

<table>
<thead>
<tr>
<th>1.4.5</th>
<th>The SAIC team shall hold a Phase 1 Final Review to assess the maturity of the Retriever prototype system and readiness to proceed into Phase II. This shall include an assessment on progress, technical adequacy, and risk elements of the design. The review shall also evaluate the Retriever performance against TDAP performance requirements and successfully meeting established Phase I Go/No-Go criteria.</th>
<th>Final Phase 1 Review</th>
<th>Final Phase 1 Review technical report</th>
<th>1.2.3 1.3.4</th>
</tr>
</thead>
</table>

### Phase 1B:

**Objective Description:** This Statement of Work (SOW) is for Option - Phase 1B to examine a specific technology area as a recommended amplification and improvement to the Retriever program per the BAA, Section G, and discussed as "unsolicited option B" in the Retriever Technical Volume, Section H.6. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option - Phase 1B [PoP= 6mos]</td>
<td>4.0</td>
<td>Assessment of Similar Waveforms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Engineering</td>
<td>4.1</td>
<td>The SAIC team shall perform a systems engineering study on the recommended amplification or improvements to the Retriever system.</td>
<td></td>
<td>Complete systems engineering assessment</td>
<td>Technical report</td>
</tr>
</tbody>
</table>
### Algorithm Development

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
<th>Duration (Mos)</th>
<th>Dependencies</th>
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<tr>
<td>Option - Phase 2 (18 months)</td>
<td>2.0</td>
<td>Real-Time System Development &amp; Refinement</td>
<td>(p/a)</td>
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<tr>
<td>System Engineering</td>
<td>2.1</td>
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<td></td>
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<tr>
<td>Phase 2 System Engineering Management</td>
<td>2.1.1</td>
<td>The SAIC team shall perform System Engineering for the Retriever System. The System Engineering documents developed in Phase 1 shall be updated and maintained. An interim Design Review shall be held to review requirements trades; and identify remaining design, integration, and manufacturing risks. A final Design Review shall be held to assess design maturity, plan</td>
<td></td>
<td></td>
<td>Final Phase 2 Review</td>
<td>Monthly report</td>
<td>2.4.2</td>
</tr>
</tbody>
</table>

### Program Management

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
<th>Duration (Mos)</th>
<th>Dependencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Management</td>
<td>4.4</td>
<td>The SAIC team shall perform program management oversight tasks to support execution of this task.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Phase 2 Verification and Validation</td>
<td>2.1.2</td>
<td>The SAIC team shall assess the ability of the design to meet KPPs and validate user objectives. System performance prediction, test plans, and test results shall be documented in the SDD.</td>
<td>Final Phase 2 Review</td>
<td>SDD Update</td>
<td>2.2.1 &amp; 2.2.2</td>
<td></td>
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<tr>
<td>Phase 2 Risk Management</td>
<td>2.1.3</td>
<td>The SAIC team shall evaluate technical, schedule, and cost risks and maintain a risk register. Updates to the planned risk mitigation strategy shall be developed as warranted. Updates to risks and mitigation plans shall be documented in a TDAP revision.</td>
<td>Final Phase 2 Review</td>
<td>TDAP Update</td>
<td>2.4.2</td>
<td></td>
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</tr>
<tr>
<td>System Development and Integration (SD&amp;I)</td>
<td>2.2</td>
<td>The SAIC team shall design and implement the Phase 2 real-time prototype software. The Phase 1 Retriever system shall be expanded from a non-real-time to a real-time system, and processing intensive components shall be migrated to specialized processing resources based on processing requirements analysis.</td>
<td>Phase 2 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>2.4.2</td>
<td></td>
<td></td>
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<tr>
<td>Phase 2 Software Development</td>
<td>2.2.1</td>
<td>The SAIC team shall design and implement hardware and infrastructure for the Retriever real-time processing system. This task shall include component design, development and testing for elements of a Retriever real-time processing hardware architecture. (Exclusive of proposed RF front end hardware) Additionally, it shall include the development and testing of a communications capability to support the deployed architecture.</td>
<td>Phase 2 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>2.4.2</td>
<td></td>
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<tr>
<td>Phase 2 Hardware and Infrastructure Dev't</td>
<td>2.2.2</td>
<td>The SAIC team shall test the Retriever real-time processing system. This testing shall be used to support processing of GFI data for algorithm refinement, interim component and system level testing efforts, and the Phase 2 Go/No-Go Demonstration.</td>
<td>Phase 2 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>2.2.1 &amp; 2.2.1</td>
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<tr>
<td>Phase 2 Test and Demonstration</td>
<td>2.2.3</td>
<td>The SAIC team shall develop and integrate the subcomponents of the Retriever prototype system to support component level performance testing, and a</td>
<td>Final Phase 2 Review</td>
<td>Monthly report</td>
<td>2.4.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Technical Mgt

demonstration of overall system performance capabilities against established KPP metrics. Retriever system configuration management shall be maintained throughout design, implementation, and testing.

Program Management

2.4

Phase 2 Program Mgt & Oversight

2.4.1
The SAIC team shall perform program management oversight tasks to support execution of Phase 2. This shall include team coordination activities, security management, IT support, program control activities and service center management.

Phase 2 Contract Kick-off

2.4.2
The SAIC team shall hold a Phase 2 Kickoff meeting with the customer at contract award.

Phase 2 Interim Program Reviews

2.4.3
The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the real-time system design, review of system requirements and engineering activities.

Final Phase 2 Review

2.4.4
The SAIC team shall hold a Final Phase 2 Review to demonstrate that the Retriever system shall meet the KPPs associated with the Phase 2 Go/No-Go metrics in the classified addendum.

Final Phase 2 Review

Final Phase II Review technical report

2.2.3

2.4.2

Phase 2B:

Objective Description: This option for the Statement of Work (SOW) defines tasks associated with the design, development, integration and test of a Prototype Retriever system. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
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<tr>
<td>Option - Phase</td>
<td>Option - Phase 2B (Prototype Retriever System)</td>
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## 2B {PoP=9mos}

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<tr>
<th>System Dev &amp; Integ (SD&amp;I)</th>
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<tbody>
<tr>
<td><strong>Hardware Development</strong></td>
<td>5.2.2</td>
<td>The SAIC team will design and implement hardware modifications to the Phase 2 real-time processing system. This task will include component design, development, integration and lab test of a RF hardware front end to the Phase 2 Retriever real-time system.</td>
<td>Hardware revisions and lab bench test</td>
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<tr>
<td><strong>Test</strong></td>
<td>5.2.3</td>
<td>The SAIC team will test the Prototype Retriever system. This testing will include a field data collection.</td>
<td>Field data collection</td>
</tr>
<tr>
<td><strong>System Development and Integration Technical Mgt</strong></td>
<td>5.2.4</td>
<td>The SAIC team will develop and integrate the RF front end component to the Phase 2 Retriever real-time processing system. Retriever system configuration management will be maintained throughout design, implementation, and testing.</td>
<td>Field data collection</td>
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<tr>
<td>Computer Software to be Furnished With Restrictions*</td>
<td>Asserted Rights Category</td>
<td>Basis for Assertion</td>
<td>Name of Entity Asserting Restrictions</td>
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<td>(b)(4)</td>
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*Note: No licensing fees will be associated with use of this software. Software being developed with the use of Government funding as part of the Retriever program will be provided to the Government with Unlimited Rights. (b)(4) will provide Government Purpose Rights for (b)(4) Product “Framework” related items only as identified herein. Specific capabilities “bundles” shall remain as “Specifically Negotiated License Rights” as defined in DFAR 252.227-7014.

**(b)(4) will provide the most current released version when the license is provided.
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-0112
   Contractor: Science Applications International Corporation
   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.


   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 33 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

STEPHEN C. DAVIS
Contracting Officer

Date

(b)(6)

GLEN MCWRIGHT
Contracting Officer’s Representative

8 July 09
Date
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 31-Aug-2009

4. REQUISITION/PURCHASE REQ. NO. 7895000

5. PROJECT No. (if applicable)

6. ISSUED BY CODE DARPA
   CMO
   ATTN: STEPHEN C DAVIS
   3210 N. FAIRFAX DR.
   ARLINGTON VA 22203-1714
   HR0011

7. ADMINISTERED BY CODE DCMA SAN DIEGO
   767 DAGGET STREET
   SUITE 200
   SAN DIEGO CA 92111-2241
   S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
   SCIENCE APPLICATIONS INTERNATIONAL CORP
   10200 CAMPUS POINT DR
   SAN DIEGO CA 92121-1522
   CODE 52302
   FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO. 10A. MOD. OF CONTRACT/ORDER NO.

9B. DATED (SEE ITEM 11) HR0011-09-C-0112

10A. MOD. OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, ☐ 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 both 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 THAT MODIFY 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 NUMERED 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" CAUSE.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☑ 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: bfaasca091097
   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 hereinafter 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: 571-215-4966
   EMAIL: Stephen.C.Davis@darpa.mil

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED 02-Sep-2009

16C. DATE SIGNED

SIGNATURE OF PERSON AUTHORIZED TO SIGN

(Signature of Contracting Officer)

STANDARD FORM 30 (Rev. 10-83)
30-105-04
Approved by OIRM 11-84
Prepared by GSA
FAR (48 CFR) 53.243
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:

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>DESCRIPTION</th>
<th>PAGES</th>
<th>DATE</th>
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<tr>
<td>Exhibit A</td>
<td>TFIMS CDRL A001</td>
<td>8</td>
<td>10 July 2009</td>
</tr>
<tr>
<td>Attachment 1</td>
<td>Statement of Work</td>
<td>8</td>
<td>9 July 2009</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Identification and Assertion of Restrictions on the Government's Use, Release or Disclosure of Technical Data and Computer Software</td>
<td>1</td>
<td>16 July 2009</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Contracting Officer's Representative Memorandum</td>
<td>3</td>
<td>10 July 2009</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>DD Form 254</td>
<td>4</td>
<td>28 August 2009</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Software License Agreement</td>
<td>9</td>
<td>12 August 2009</td>
</tr>
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</table>

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)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00002

3. EFFECTIVE DATE 05-Feb-2010

4. REQUISITION/ PURCHASE REQ. NO. 786000

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE H0011
   DARPA
   OMD
   ATTN: STEPHEN C DAVIS
   3701 N. FAIRFAX DR.
   ARLINGTON VA 22209-1714

7. ADMINISTERED BY (If other than item 6) CODE S0514A
   DCMA SAN DIEGO
   7675 DAGGET STREET
   SUITE 200
   SAN DIEGO CA 92111-2341

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
   SCIENCE APPLICATIONS INTERNATIONAL CORP
   10200 CAMPUS POINT DR
   SAN DIEGO CA 92121-1522

9. AMENDMENT OF SOLICITATION NO.

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.

X HP0011-09-C-0112

X 10B. DATED (SEE ITEM 13)

X 14-Aug-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, ☐ 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. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such 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).

☐ 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 ☐ is not, ☑ 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: bfalasca10358
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 hereafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR
   (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16B. UNITED STATES OF AMERICA
   BY (Signature of Contracting Officer)

16C. DATE SIGNED

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

EXCEPTION TO § 30
APPROVED BY ORIM 11-84

30-105-04
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:

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<td>12 August 2009</td>
</tr>
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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)
# Amendment of Solicitation/Modification of Contract

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6. Issued by Code: HR0011

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<tr>
<td>ATTN: STEPHEN C DAVIS</td>
</tr>
<tr>
<td>3701 N. FAIRFAX DR.</td>
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<tr>
<td>ARLINGTON VA 22033-3714</td>
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8. Name and Address of Contractor: SCIENCE APPLICATIONS INTERNATIONAL CORPO

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9A. Amendment of Solicitation No. 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0112

<table>
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<th>9B. DATED (See Item 11)</th>
<th>10B. DATED (See Item 13)</th>
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11. This Item Only Applies to Amendments of Solicitations

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, ☐ 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:

- By completing Items 8 and 15, and returning copies of the amendment;
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or by separate letter or telegram which includes 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).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

☐ D. Other (Specify type of modification and authority) Unilateral: FAR 52.232-22 “Limitation of Funds”

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: bfaasca10395

The purpose of this modification is to provide incremental funding in the amount of $2,455,362 (AO Y66001). See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16A. Name and Title of Contracting Officer (Type or print)

16B. United States of America

16C. Date Signed

Exception to SF 30

Approved by OIRM 11-84

30-105-04  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:

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>000102</td>
<td>Funding for CLIN 0001</td>
</tr>
<tr>
<td>AO No. Y660/01</td>
<td></td>
</tr>
<tr>
<td>ACRN AB</td>
<td>$2,455,362.00</td>
</tr>
</tbody>
</table>

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 $2,455,362.00 from $3,683,306.00 to $6,138,668.00.

   b) SUBCLIN 000102:

      Funding on SUBCLIN 000102 is initiated as follows:

      ACRN: AB
      CIN: 000000000000000000000000000000000
      Acctng Data: 9700400 1320 Y660 P0X20 2525 DPAC 0 5064 S12136 63766E
      Increase: $2,455,362.00
      Total: $2,455,362.00

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

      G-6 Incremental Funding

      (a) This contract shall be subject to incremental funding with $6,138,668 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 14 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 $6,138,668 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

2. AMENDMENT/MODIFICATION NO.  
P00004  
3. EFFECTIVE DATE  
11-Jun-2010

4. REQUISITION/PURCHASE REQ. NO.  
SEE SCHEDULE

5. PROJECT NO.(If Applicable)  

6. ISSUED BY CODE  
DARPA CMO  
ATTN: MARK JONES  
MARKJONES@DARPA.MIL  
3701 NORTH FAIRFAX DRIVE  
ARLINGTON VA 22203-1715

7. ADMINISTERED BY (If other than item 6) CODE  
DOMA SAN DIEGO  
978 DAGGET STREET  
SUITE 200  
SAN DIEGO CA 92115-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
SCIENCE APPLICATIONS INTERNATIONAL CORP  
10200 CAMPUS POINT DR  
SAN DIEGO CA 92121-9222

9. AMENDMENT OF SOLICITATION NO.  
10A. MOD. OF CONTRACT/ORDER NO.  
H90011-09-C-0112  

10B. DATED (SEE ITEM 13)  
X  
14-Aug-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, ☐ 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: mutual agreement of both parties pursuant to FAR 52.243-2

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, X 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: bflasa10740

The purpose of this modification is to issue a change order pursuant to FAR 52.243-2 and make an equitable adjustment resulting from the issuance of this change order. This modification increases the value of the contract and provides funding in the amount of $86,000 (AO Y660/02 and Y660/03). Additionally, this modification administratively changes the Contracting Officer to Mark Jones. See Pages 2-5.

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)  
MARK JONES / CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR  

15C. DATE SIGNED  
11-Jun-2010

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
MARK JONES / CONTRACTING OFFICER

16B. UNITED STATES OF AMERICA  

16C. DATE SIGNED  
11-Jun-2010

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

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04
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 $98,000.00 from $6,138,668.00 to $6,236,668.00.

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 $98,000.00 from $6,138,668.00 to $6,236,668.00.

   SUBCLIN 000103 is added as follows:

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>000103</td>
<td></td>
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<tr>
<td></td>
<td>Funding for CLIN 0001</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>AO No. Y660/02</td>
<td>$78,000.00</td>
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<td>ACRN AB</td>
<td></td>
</tr>
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</table>

   SUBCLIN 000104 is added as follows:

<table>
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<tr>
<th>ITEM NO</th>
<th>AMOUNT</th>
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<td>000104</td>
<td></td>
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<tr>
<td></td>
<td>Funding for CLIN 0001</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>AO No. Y660/03</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>ACRN AB</td>
<td></td>
</tr>
</tbody>
</table>

3. SECTION F - DELIVERIES OR PERFORMANCE

   The following have been modified 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:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Due Date (on or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001/0002*/0003*/0004*</td>
<td>Mid-Term Report</td>
<td>See Exhibit A CDRL</td>
</tr>
<tr>
<td>0001/0002*/0003*/0004*</td>
<td>Monthly Status Reports</td>
<td>Monthly</td>
</tr>
<tr>
<td>0001</td>
<td>Initial System Design Document</td>
<td>2 weeks prior to System Concept Review</td>
</tr>
<tr>
<td>0001</td>
<td>Final SDD</td>
<td>6 weeks prior to end of phase</td>
</tr>
<tr>
<td>0001</td>
<td>Technology Development</td>
<td>2 weeks prior to System Concept Review</td>
</tr>
</tbody>
</table>
and Assessment Plan (TDAP) and updated at each IPR
Operational System Final 2 weeks prior to Phase 1 Review
Hardware Requirement Study

**0001**  
**0001**  
**0001/0003**  
**0001/0003**  
**0001/0003**  
**0001/0003**  
**0001/0003**  
**0001/0003**  
**0002**  
**0003**  
**0004**  
**0004**

**Delivery of ground truth data**  
04 October 2010
Meeting Reports As requested
Technical Trade Study Reports At quarterly IPR
Major component Go/No-Go At quarterly IPR; final Go/No-Go
Test Reports testing 6 weeks prior to end of phase
Component Demonstration At quarterly IPR
Reports
Source code for Retriever 1 week prior to end of phase
algorithms
Compiled code for Retriever 1 week prior to end of phase
algorithms
Final Technical Report 6 months ARO
Purchased Hardware End of phase
All Hardware, Source Code, and 1 week prior to end of phase
Compiled Code
Copies of any raw data files and 2 weeks prior to end of phase
ground truth data collected for hardware development purposes

(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. Mark Jones  
3701 North Fairfax Drive  
Arlington, VA 22203-1714  
Email: Mark.Jones@darpa.mil  
Phone: 703-218-4858  
(one copy each report)

(d) DARPA/IPTO  
Attn: Dr. Brian Leininger  
3701 North Fairfax Drive  
Arlington, VA 22203-1714
4. 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 $98,000.00 from $6,138,668.00 to $6,236,668.00.

b) SUBCLIN 000103:
Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AB
CIN: 00000000000000000000000000000000
Accting Data: 9700400 1320 Y660 P0X20 2525 DPAC 0 5064 S12136 63766E
Increase: $78,000.00
Total: $78,000.00

c) SUBCLIN 000104:
Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AB
CIN: 00000000000000000000000000000000
Accting Data: 9700400 1320 Y660 P0X20 2525 DPAC 0 5064 S12136 63766E
Increase: $20,000.00
Total: $20,000.00

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

G-1 Procuring Office Representative
(a) The procuring Office Representative is Mark Jones, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4858, e-mail: Mark.Jones@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-6    Incremental Funding

(a) This contract shall be subject to incremental funding with $6,236,668 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 14 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 $6,236,668 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)

5. SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been modified as highlighted in bold:

<table>
<thead>
<tr>
<th>DOCUMENT TYPE</th>
<th>DESCRIPTION</th>
<th>PAGES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>TFIMS CDRL A001</td>
<td>8</td>
<td>10 July 2009</td>
</tr>
<tr>
<td>Attachment 1</td>
<td>Statement of Work</td>
<td>8</td>
<td>02 June 2010</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Identification and Assertion of Restrictions on the Government’s Use, Release or Disclosure of Technical Data and Computer Software</td>
<td>1</td>
<td>16 July 2009</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Contracting Officer’s Representative Memorandum</td>
<td>3</td>
<td>10 July 2009</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>DD Form 254</td>
<td>4</td>
<td>28 January 2010</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Software License Agreement</td>
<td>9</td>
<td>12 August 2009</td>
</tr>
</tbody>
</table>

6. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor’s proposal entitled “Retriever Data Collection 2: Ground Truth Measurements”, dated 10 May 2010 (SAIC cost proposal number F00048.A.2811.037.000),” the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal entitled “Retriever Data Collection 2: Ground Truth Measurements”.

7. 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)
SECTION B – STATEMENT OF WORK

Phase 1 (Base) SOW:

Objective General Description: This Statement of Work (SOW) defines tasks associated with the design, development, implementation and testing of the Retriever System prototype during Phase 1 (Base). The guiding requirements for this task are the Retriever requirements specified in DARPA Retriever BAA-09-15. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).

<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
<th>Duration (Mos)</th>
<th>Dependencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 (Base) (15 months)</td>
<td>1.0</td>
<td>Retriever Prototype System Development</td>
<td></td>
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<tr>
<td>Systems Engineering</td>
<td>1.1</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>System Engineering Management</td>
<td>1.1.1</td>
<td>The SAIC team shall establish and document system engineering practices in the System Engineering Plan.</td>
<td></td>
<td>Final Phase 1 Review</td>
<td>Monthly report</td>
<td>1.4.2</td>
<td></td>
</tr>
<tr>
<td>Requirements and Operational Concept Development</td>
<td>1.1.2</td>
<td>The SAIC team shall develop an Operational Concept for the Retriever Prototype system and validate these with the customer. A Prototype System concept design shall be developed, and a mission utility assessment shall be conducted to establish Measures of Effectiveness (MOE). Key Performance Parameters (KPPs) and Measures of Performance (MOPs) shall be defined based on the MOEs. The operational concept, KPPs, MOEs, and MOPs shall be documented in the SDD.</td>
<td></td>
<td>Final Phase 1 Review</td>
<td>Technical Report</td>
<td>1.4.2</td>
<td></td>
</tr>
<tr>
<td>System Architecture and Requirements Allocation</td>
<td>1.1.3</td>
<td>The SAIC team shall develop and document the system architecture. Interface requirements between components shall be defined. System Architecture, requirements, and interfaces shall be documented in the SDD.</td>
<td></td>
<td>System Concept Review and Final Phase 1</td>
<td>System Design Document</td>
<td>1.4.2</td>
<td></td>
</tr>
<tr>
<td>Verification and Validation</td>
<td>1.1.4</td>
<td>The SAIC team shall establish and track top-level demonstration and test objectives to determine the ability of the design to meet KPPs. System performance prediction, test plans, and test results shall be documented.</td>
<td>1.1.4</td>
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<tr>
<td>Risk Management</td>
<td>1.1.5</td>
<td>The SAIC team shall identify technical, schedule, and cost risks, quantify the likelihood and consequence of the risk, and develop a risk mitigation strategy based on trade studies and experiments for each risk.</td>
<td>1.1.2</td>
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<td></td>
<td></td>
<td></td>
<td>1.1.3</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>System Development and Integration (SDI)</td>
<td>1.2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Software Design</td>
<td>1.2.1</td>
<td>The SAIC team shall implement an overall software design and development process. This shall include characterization of Retriever algorithms for real-time implementation and targeted algorithm benchmarking.</td>
<td>1.4.3</td>
<td></td>
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</tr>
<tr>
<td>Hardware Design</td>
<td>1.2.2</td>
<td>The SAIC team shall implement an overall process for hardware design and development. This process shall include trade studies for hardware definition, development and test for all hardware elements of a prototype Retriever node. Additionally, it shall include the design of a network communications capability to support the deployed architecture.</td>
<td>1.4.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test and Demonstration</td>
<td>1.2.3</td>
<td>The SAIC team shall plan and perform testing in support of system design and the Phase 1 Go/No-Go Demonstration.</td>
<td>1.4.3</td>
<td></td>
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<tr>
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<td></td>
<td>The SAIC team shall participate in planning discussions with the Government team for the second data collection campaign. The SAIC team will identify and purchase commercially available Precision GPS devices for the data collection.</td>
<td></td>
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</tr>
<tr>
<td>System Development and Integration Technical Mgt</td>
<td>1.2.4</td>
<td>The SAIC team shall process the collected GPS data to yield ground truth data for each of the data collection platforms.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.4.3</td>
<td></td>
<td></td>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td>Algorithm Development</td>
<td>1.3</td>
<td>The SAIC team shall implement an overall process for hardware and software integration, test, and configuration management.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.1.2 1.1.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front End Processing (FEP)</td>
<td>1.3.1</td>
<td></td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.1.2 1.1.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RF Signal Identification</td>
<td>1.3.2</td>
<td></td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.1.2 1.1.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RF Signal Location</td>
<td>1.3.3</td>
<td>The SAIC team shall develop non-real-time algorithms that perform RF Signal Location. Trade studies shall be performed to support refinement of signal processing algorithms for RF Signal Location and the migration of these techniques to support real-time operation.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.1.2 1.1.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Algorithm Integration Technical Mgt</td>
<td>1.3.4</td>
<td>The SAIC team shall integrate non-real-time software algorithm code to demonstrate meeting Phase 1 Go/No-Go criteria for RF Signal Identification and Location with GFI test data.</td>
<td>Phase 1 Go/No-Go Demonstration</td>
<td>Monthly report</td>
<td>1.3.1 1.3.2 1.3.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Management</td>
<td>1.4</td>
<td>The SAIC team shall perform program management oversight tasks to support execution of Phase 1.</td>
<td>Final Phase 1</td>
<td>Monthly report</td>
<td>1.4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1 Contract Kick-off</td>
<td>1.4.2</td>
<td>The SAIC team shall hold a Kickoff meeting with the customer at contract award.</td>
<td>Review</td>
<td>Kick-off meeting completion</td>
<td>CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
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<td>--------------------------------------------------------------------------------</td>
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<td>-----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Concept Review</td>
<td>1.4.3</td>
<td>The SAIC team shall hold a System Concept Review within 60 days of contract award and shall provide a roadmap of activities for supporting the Phase 1 effort based on the TDAP. The review shall explain the system strategy, map performance capabilities to system level requirements, document the system level requirements and provide subsystem level requirements and interface definitions.</td>
<td>SCR completed</td>
<td>SCR technical reports</td>
<td>1.4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase 1 Interim Program Reviews</td>
<td>1.4.4</td>
<td>The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the prototype system design, review of system requirements and engineering activities.</td>
<td>Completion of each individual IPR</td>
<td>Monthly report</td>
<td>1.4.3</td>
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<tr>
<td>Phase 1 Final Review</td>
<td>1.4.5</td>
<td>The SAIC team shall hold a Phase 1 Final Review to assess the maturity of the Retriever prototype system and readiness to proceed into Phase II. This shall include an assessment on progress, technical adequacy, and risk elements of the design. The review shall also evaluate the Retriever performance against TDAP performance requirements and successfully meeting established Phase 1 Go/No-Go criteria.</td>
<td>Final Phase 1 Review</td>
<td>Final Phase 1 Review technical report</td>
<td>1.2.3 1.3.4</td>
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</tbody>
</table>

**Phase 1B (Option) SOW:**

**Objective Description:** This Statement of Work (SOW) is for Option - Phase 1B to examine a specific technology area as a recommended amplification and improvement to the Retriever program per the BAA, Section G, and discussed as "unsolicited option B" in the Retriever Technical Volume, Section H.6. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).
### Phase 2 (Option) SOW:

**Objective General Description:** This Statement of Work (SOW) defines tasks associated with the design, development, implementation and testing of a real-time Retriever processing system during Phase II (Option - Phase II). The guiding requirements for this task are the Retriever requirements specified in DARPA Retriever BAA-09-15. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).
<table>
<thead>
<tr>
<th>Task / SubTask</th>
<th>WBS</th>
<th>Task/Subtask Detailed Description/Approach</th>
<th>Primary Organization</th>
<th>Exit Criteria</th>
<th>Deliverables</th>
<th>Duration (Mos)</th>
<th>Dependencies</th>
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<tbody>
<tr>
<td>Option - Phase 2 (18 months)</td>
<td>2.0</td>
<td>Real-Time System Development &amp; Refinement</td>
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<tr>
<td>System Engineering</td>
<td>2.1</td>
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<tr>
<td>Phase 2 System Engineering</td>
<td>2.1.1</td>
<td>The SAIC team shall perform System Engineering for the Retriever System. The System Engineering documents developed in Phase 1 shall be updated and maintained. An interim Design Review shall be held to review requirements trades; and identify remaining design, integration, and manufacturing risks. A final Design Review shall be held to assess design maturity, plan corrective actions for hardware/software deficiencies and ensure adequate developmental testing.</td>
<td></td>
<td>Final Phase 2 Review</td>
<td>Monthly report</td>
<td>2.4.2</td>
<td></td>
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<tr>
<td>Phase 2 Verification and</td>
<td>2.1.2</td>
<td>The SAIC team shall assess the ability of the design to meet KPPs and validate user objectives. System performance prediction, test plans, and test results shall be documented in the SDD.</td>
<td></td>
<td>Final Phase 2 Review</td>
<td>SDD Update</td>
<td>2.2.1</td>
<td>2.2.2</td>
</tr>
<tr>
<td>Validation</td>
<td></td>
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<tr>
<td>Phase 2 Risk Management</td>
<td>2.1.3</td>
<td>The SAIC team shall evaluate technical, schedule, and cost risks and maintain a risk register. Updates to the planned risk mitigation strategy shall be developed as warranted. Updates to risks and mitigation plans shall be documented in a TDAP revision.</td>
<td></td>
<td>Final Phase 2 Review</td>
<td>TDAP Update</td>
<td>2.4.2</td>
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<tr>
<td>System Development and Integration (SD&amp;I)</td>
<td>2.2</td>
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<td></td>
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<tr>
<td>Phase 2 Software Development</td>
<td>2.2.1</td>
<td>The SAIC team shall design and implement the Phase 2 real-time prototype software. The Phase 1 Retriever system shall be expanded from a non-real-time to a real-time system, and processing intensive components shall</td>
<td></td>
<td>Phase 2 Go/No-Go</td>
<td>Monthly report</td>
<td>2.4.2</td>
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<tr>
<td>Phase 2 Hardware and Infrastructure Dev't</td>
<td>2.2.2</td>
<td>The SAIC team shall design and implement hardware and infrastructure for the Retriever real-time processing system. This task shall include component design, development and testing for elements of a Retriever real-time processing hardware architecture. (Exclusive of proposed RF front end hardware) Additionally, it shall include the development and testing of a communications capability to support the deployed architecture.</td>
<td>Monthly report</td>
<td>2.4.2</td>
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<tr>
<td>Phase 2 Test and Demonstration</td>
<td>2.2.3</td>
<td>The SAIC team shall test the Retriever real-time processing system. This testing shall be used to support processing of GFI data for algorithm refinement, interim component and system level testing efforts, and the Phase 2 Go/No-Go Demonstration.</td>
<td>Monthly report</td>
<td>2.2.1 2.2.1</td>
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<tr>
<td>Phase 2 System Development and Integration Technical Mgt</td>
<td>2.2.4</td>
<td>The SAIC team shall develop and integrate the subcomponents of the Retriever prototype system to support component level performance testing, and a demonstration of overall system performance capabilities against established KPP metrics. Retriever system configuration management shall be maintained throughout design, implementation, and testing.</td>
<td>Monthly report</td>
<td>2.4.2</td>
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<tr>
<td>Program Management</td>
<td>2.4</td>
<td>The SAIC team shall perform program management oversight tasks to support execution of Phase 2. This shall include team coordination activities, security management, IT support, program control activities and service center management.</td>
<td>Final Phase 2 Review</td>
<td>Monthly report 2.4.2</td>
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<tr>
<td>Phase 2 Contract Kick-off</td>
<td>2.4.2</td>
<td>The SAIC team shall hold a Phase 2 Kickoff meeting with the customer at contract award.</td>
<td>Kick-off meeting completion</td>
<td>Monthly report CA</td>
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<tr>
<td>Phase 2 Interim Program Reviews</td>
<td>2.4.3</td>
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<td>Monthly report 2.4.2</td>
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<tr>
<td>Final Phase 2</td>
<td>2.4.4</td>
<td>The SAIC team shall hold a Final Phase 2 Review to</td>
<td>Final</td>
<td>Final Phase 2.2.3</td>
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</table>
**Phase 2B (Option) SW**: Statement of Work

<table>
<thead>
<tr>
<th>Objective Description: This option for the Statement of Work (SOW) defines tasks associated with the design, development, integration and test of a Prototype Retrieval System. Each task is a subtask. The deliverable is the test of the prototype retrieval system.</th>
<th>Task/SubTask Detailed Description/Approach</th>
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</thead>
<tbody>
<tr>
<td>Task / SubTask</td>
<td>WBS</td>
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<tr>
<td>5.2</td>
<td>System Dev &amp; Intgr (SD&amp;I)</td>
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<td>5.2.2</td>
<td>Hardware</td>
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</table>

<table>
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<tr>
<th>Exit Criteria</th>
<th>Deliverables</th>
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</thead>
<tbody>
<tr>
<td>Hardware revisions and lab bench test</td>
<td>Monthly Report collection</td>
</tr>
<tr>
<td>Field data collection</td>
<td>Monthly Report collection</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Il Review</th>
<th>technical report</th>
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<tbody>
<tr>
<td>2.4.2</td>
<td>(b) (4)</td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT MODIFICATION NO (PROCESS) 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT (If applicable)

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than item 6) CODE

DARPA CAMO HR0011 DCMA SAN DIEGO
ATTN: MARK JONES 10763 DAGGET STREET
MARK.JONES@DARPA.MIL SUITE 200
3701 NORTH FAIRFAX DRIVE SAN DIEGO CA 92111-2241
ARLINGTON VA 22203-1714

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
SCIENCE APPLICATIONS INTERNATIONAL CORPO
10000 CAMPUS POINT DR
SAN DIEGO CA 92121-1222

20955
HR0011-09-C-0112
S0514A

9A. AMENDMENT OF SOLICITATION NO
9B. DATED (SEE ITEM 11)
10A MOD. OF CONTRACT/ORDER NO
10B DATED (SEE ITEM 11)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
12. ACCOUNTING AND APPROPRIATION DATA (If required)

E. FACILITY CODE FACILITY CODE

52302

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is 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 amendments, or by acknowledging receipt of this amendment on each copy of the offer submitted.
(b) 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 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.

11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/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. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) and mutual agreement of the parties.

E. OTHER (Specify type of modification and authority)

IMPORTANT Contractor is not 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: blalasca101095
The purpose of this modification is to extend the period of performance of the contract at no additional cost to the Government (per Contractor's email dated 10 August 2010). This modification does not result in a change to the current value of the contract. See Page 2

15A. NAME AND TITLE OF SIGNER (Type or print)

(Original)

15B. CONTRACTOR/OFEROR (Type or print)

(Original)

15C. DATE SIGNED

10/05/2010

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Mark Q. Jones, PCO
TEL 571-218-4558
EMAIL Mark.jones@dcma.mil

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

5 OCT 2010

STANDARD FORM 30 (Rev. 10-03)
Prepared by GSA
FAR (48 CFR) 53.243

EXCEPTION TO SF 30
APPROVED BY ORM 11-84
30-05-04

Page: 2
SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified as highlighted in bold:

F-1 Term of Contract

(a) The term of CLIN 0001 commences on the effective date of the contract and continues through 31 December 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 6 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 18 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 9 months.

(end of clause)

2. SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with $6,236,668 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor’s performance through 31 December 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 $6,236,668 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)