

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 34
2. CONTRACT NO. HR0011-12-G-0024	3. SOLICITATION NO. HR0011-11-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (SFD) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 31 May 2011	6. REQUISITION/PURCHASE NO. 998400	
7. ISSUED BY DARPA CMO ATTN: SUSAN SHEAN 3701 N FAIRFAX DRIVE ARLINGTON VA 22203-1714	CODE: HR0011	8. ADDRESS OFFER TO (If other than item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"					
SOLICITATION					
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in <u>See L-3 and L-7</u> until <u>12:00 PM</u> local time <u>07 Jul 2011</u> (Hour) (Date)					
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:	A. NAME SUSAN SHEAN	B. TELEPHONE (include area code) (NO COLLECT CALLS) 703-526-4128	C. E-MAIL ADDRESS susan.shean@darpa.mil		
11. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
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X F	DELIVERIES OR PERFORMANCE	15 - 18		L	INSTRS. CONDS. AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	19 - 21	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	22 - 28			
OFFER (Must be fully completed by offeror)					
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> </u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
		Amendment #1	10/13/2011		
		Amendment #2	10/22/2011		
15A. NAME AND ADDRESS OF OFFEROR	CODE: 4E9G1 SYSTEM HIGH CORPORATION 1505B CONFERENCE CENTER DR STE 200 CHANTILLY VA 20151-3845	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b)(4) (b)(6)	
15B. TELEPHONE NO (include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	(b)(6)		18. OFFER DATE 10/13/2011	
AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED 0001 thru 0502	20. AMOUNT \$15,870,227.16 EST	21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		23. SUBMIT INVOICES TO ADDRESS SHOWN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than item 7) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342	CODE: S2404A	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE: HQ0338	
26. NAME OF CONTRACTING OFFICER (Type or print): SUSAN K. SHEAN TEL: 703.526.4128 EMAIL: SUSAN.SHEAN@DARPA.MIL		(b)(6)		28. AWARD DATE 10-14-11	

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)	RATING	PAGE OF PAGES 1 34
2. CONTRACT NO. HR0011-12-C-0024	3. SOLICITATION NO. HR0011-11-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 31 May 2011	6. REQUISITION/PURCHASE NO. 556100	
7. ISSUED BY DARPA CMO ATTN: SUSAN SHEAN 3701 N FARIFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See L-3 and L-7 until 12:00 PM local time 07 Jul 2011
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SUSAN SHEAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-526-4128	C. E-MAIL ADDRESS susan.shean@darpa.mil
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11. TABLE OF CONTENTS

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X G	CONTRACT ADMINISTRATION DATA	19 - 21	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	22 - 28			

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR SYSTEM HIGH CORPORATION 15029 CONFERENCE CENTER DR STE 200 CHANTILLY VA 20151-3045	CODE 4E9G1	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001 thru 0502	20. AMOUNT \$15,870,227.16 EST	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) DCMA MANASSAS 10500 BATTLEMEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182254 COLUMBUS OH 43218-2254	CODE HQ0338
26. NAME OF CONTRACTING OFFICER (Type or print) SUSAN SHEAN TEL: 703-526-4128 EMAIL: susan.shean@darpa.mil		27. UNITED STATES OF AMERICA <i>Susan Shean</i> (Signature of Contracting Officer)	28. AWARD DATE 14-Oct-2011

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

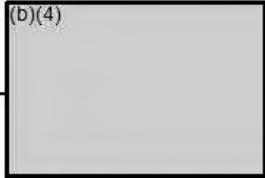
Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001		(b)(4)	(b)(4)	\$815,172.40
EXERCISED OPTION	<p>Security & Intelligence Dir SETA Support CPFF</p> <p>TRANSITION IN PERIOD.</p> <p>The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. (b)(4) for CLIN 0001 only.</p> <p>FOB: Destination</p> <p>AO No. 9981/00</p>			<p>(EST.)</p> <p>\$815,172.40</p>
	ACRN AA			\$815,172.40

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot		\$85,234.00
EXERCISED OPTION	<p>Other Direct Costs for Item 0001.</p> <p>COST</p> <p>TRANSITION IN PERIOD.</p> <p>The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.</p> <p>FOB: Destination</p> <p>AO No. 9981/00</p>				
	ACRN AA			ESTIMATED COST	\$85,234.00 (EST.)
					\$85,234.00

CIN: 000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Security & Intelligence Dir SETA Support CPAF BASE EFFORT. The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee in accordance with Attachment Number 2, Award Fee Plan. Shared savings of 0%, in accordance with Section H-18 Savings Initiatives. FOB: Destination AO No. 9981/00		Lot		\$13,316,746.76

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	
MAX AWARD FEE	
TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for Item 0003 CPAF FOB: Destination AO No. 9981/00				\$0.00
				ESTIMATED COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL EST COST + BASE	\$0.00
				MAX AWARD FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: 00000000000000000000000000000000				\$310,303.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Funding for Item 0003 CPAF FOB: Destination AO No. 9981/00				\$0.00
				ESTIMATED COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL EST COST + BASE	\$0.00
				MAX AWARD FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: 00000000000000000000000000000000				\$5,760,581.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Funding for Item 0003 CPAF FOB: Destination AO No. 9981/00				\$0.00
				ESTIMATED COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL EST COST + BASE	\$0.00
				MAX AWARD FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AC CIN: 000000000000000000000000000000				\$1,375,634.75

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Other Direct Costs for Item 0003. COST The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance. FOB: Destination AO No. 9981/00		Lot		\$1,653,074.00
				ESTIMATED COST	\$1,653,074.00 (EST.)
	ACRN AA CIN: 000000000000000000000000000000				\$1,653,074.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Security & Intelligence Dir SETA Support CPAF		Lot		(b)(4)
<p>The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee shall be determined in accordance with Attachment Number 2, Award Fee Plan. Shared savings of 0%, in accordance with Section H-18 Savings Initiatives.</p> <p>FOB: Destination</p>					
ESTIMATED COST					(b)(4)
BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Other Direct Costs for Item 0101. COST		Lot		(b)(4)
<p>The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.</p> <p>FOB: Destination</p>					
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201			Lot		(b)(4)
OPTION	Security & Intelligence Dir SETA Support				

CPAF

The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee shall be determined in accordance with Attachment Number 2, Award Fee Plan. Shared savings of 0%, in accordance with Section H-18 Savings Initiatives.

FOB: Destination

ESTIMATED COST
 BASE FEE
 SUBTOTAL EST COST + BASE
 MAX AWARD FEE
 TOTAL EST COST + FEE

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Lot		(b)(4)
OPTION	Other Direct Costs for Item 0201.				

COST

The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.

FOB: Destination

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301 OPTION	Security & Intelligence Dir SETA Support CPAF		Lot		(b)(4)
<p>The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee shall be determined in accordance with Attachment Number 2, Award Fee Plan. Shared savings of 0%, in accordance with Section H-18 Savings Initiatives.</p> <p>FOB: Destination</p>					
ESTIMATED COST					(b)(4)
BASE FEE					
SUBTOTAL EST COST + BASE					
MAX AWARD FEE					
TOTAL EST COST + FEE					

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302 OPTION	Other Direct Costs for Item 0301. COST		Lot		(b)(4)
<p>The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.</p> <p>FOB: Destination</p>					
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401 OPTION	Security & Intelligence Dir SETA Support CPAF		Lot		(b)(4)

The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee shall be determined in accordance with Attachment Number 2, Award Fee Plan. Shared savings (percentage to be determined by Offeror), in accordance with Section H-18 Savings Initiatives.
 FOB: Destination

ESTIMATED COST
 BASE FEE
 SUBTOTAL EST COST + BASE
 MAX AWARD FEE
 TOTAL EST COST + FEE

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402 OPTION	Other Direct Costs for Item 0401. COST		Lot		(b)(4)

The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.
 FOB: Destination

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501	Security & Intelligence Dir SETA Support		Lot		(b)(4)
OPTION	CPAF				
	TRANSITION OUT PERIOD.				
	The Contractor shall furnish the necessary personnel, materials, facilities and other services required to conduct the services and provide reports and data for DARPA's Security & Intelligence Directorate as described in Attachment 1 Statement of Work. Award Fee shall be determined in accordance with Attachment Number 2, Award Fee Plan.				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				BASE FEE	(b)(4)
				SUBTOTAL EST COST + BASE	(b)(4)
				MAX AWARD FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502	Other Direct Costs for Item 0501.		Lot		(b)(4)
OPTION	COST				
	The Contractor shall furnish Other Direct Cost items including Consultants, Government Mandatory training, Travel, Supplies, Materials, and Maintenance. This CLIN is a Cost Reimbursable, No Fee, amount. Consultant costs in the ODCs CLIN are intended to cover additional, "within scope" work that will be identified by the Government during the contract performance.				
	FOB: Destination				
				ESTIMATED COST	(b)(4)

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 and 0002, CLINs 0003 and 0004, Option CLINs 0101 and 0102 if exercised, Option CLINs 0201 and 0202 if exercised, Option CLINs 0301 and 0302 if exercised, Option CLINs 0401 and 0402 if exercised, and Option CLINs 0501 and 0502 if exercised, in accordance with the Statement of Work, Attachment 1 hereto. For Option CLIN 0501, if exercised, the Contractor will mentor and oversee its successor to ensure that such successor can successfully accomplish the tasks in 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, if incorporated.
(end of clause)

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the reports and other deliverables identified in Attachment 1 Statement of Work, Section 3.

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

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

(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

(end of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DARPA	DARPA	DARPA	Government
0002	DARPA	DARPA	DARPA	Government
0003	DARPA	DARPA	DARPA	Government
000301	DARPA	DARPA	DARPA	Government
000302	DARPA	DARPA	DARPA	Government
000303	DARPA	DARPA	DARPA	Government
0004	DARPA	DARPA	DARPA	Government
0101	DARPA	DARPA	DARPA	Government
0102	DARPA	DARPA	DARPA	Government
0201	DARPA	DARPA	DARPA	Government
0202	DARPA	DARPA	DARPA	Government
0301	DARPA	DARPA	DARPA	Government
0302	DARPA	DARPA	DARPA	Government
0401	DARPA	DARPA	DARPA	Government
0402	DARPA	DARPA	DARPA	Government
0501	DARPA	DARPA	DARPA	Government
0502	DARPA	DARPA	DARPA	Government

CLAUSES INCORPORATED BY REFERENCE

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

APR 1984
MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
0001	POP 01-DEC-2011 TO 31-DEC-2011	N/A	DARPA ROBERT COPELAND ATTN: SID 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714 703 526 6631 FOB: Destination	HR0011
0002	POP 01-DEC-2011 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0003	POP 01-JAN-2012 TO 31-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
0004	POP 01-JAN-2012 TO 31-DEC-2012	N/A	DARPA ROBERT COPELAND ATTN: SID 3701 N. FAIRFAX DRIVE ARLINGTON VA 22203-1714 703 526 6631 FOB: Destination	HR0011
0101	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0102	POP 01-JAN-2013 TO 31-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0201	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0202	POP 01-JAN-2014 TO 31-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0301	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011

0302	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0401	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0402	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0501	POP 01-DEC-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
0502	POP 01-DEC-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
 - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
 - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
 - (6) Pay and bear all charges to the specified point of delivery.
- (End of clause)

F-1 Term of Contract

As reflected below, the period of performance for this contract to include Transition-In, BASE Period, and if exercised, Transition-Out Option Period, Option 1 Period, Option 2 Period, Option 3 Period, and Option 4 Period is from 01 December 2011 through sixty (60) months. This contract is subject to the availability of Government funds and continuing Government requirements.

- (a) The period of performance for the TRANSITION IN Period, CLIN 0001 and CLIN 0002, is one (1) month. [01 DEC 2011 thru 31 DEC 2011]
- (b) The period of performance for the BASE Effort, CLIN 0003 and CLIN 0004, is twelve (12) months. [01 JAN 2012 thru 31 DEC 2012]
- (c) The period of performance for the OPTION 1 Period, if exercised by the government, CLIN 0101 and CLIN 0102, is twelve (12) months. [01 JAN 2013 thru 31 DEC 2013]
- (d) The period of performance for the OPTION 2 Period, if exercised by the government, CLIN 0201 and CLIN 0202, is twelve (12) months. [01 JAN 2014 thru 31 DEC 2014]
- (e) The period of performance for the OPTION 3 Period, if exercised by the government, CLIN 0301 and CLIN 0302, is twelve (12) months. [01 JAN 2015 thru 31 JAN 2015]
- (f) The period of performance for the OPTION 4 Period, if exercised by the government, CLIN 0401 and CLIN 0402, is twelve (12) months. [01 JAN 2016 thru 31 DEC 2016]
- (g) The period of performance for the TRANSITION OUT Period, if exercised by the government, CLIN 0501 and CLIN 0502, is one (1) month. [01 DEC 2016 thru 31 DEC 2016].

(end of clause)

F-2 Reports and Other Deliverables

Delivery of all reports and other deliverables shall be made to the persons specified in F-3 entitled "Report Distribution" in accordance with the format, delivery method, schedule/frequency, and other requirements provided in section 3 - Deliverables of Attachment 1 Statement of Work.

(end of clause)

F-3 Report Distribution

(a) DARPA/SID
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: david.busigo@darpa.mil
(one copy each report)

(b) DARPA/SID
Attn: Contracting Officer's Representative (COR)
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Darin.Smith@darpa.mil
(one copy each report)

(end of clause)

F-4 Notice Regarding Late Delivery

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)

F-5 Place of Performance

Sometime in calendar year 2012, DARPA will move to a new facility to be located at 675 N. Randolph Street, Arlington, VA 22203. This change in location is determined to be within the scope of this contract.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9710400 1320 9981 P1720 2525 DPAC 1 5420 S12136 62716E
 AMOUNT: \$2,863,784.00
 CIN 00000000000000000000000000000000: \$2,863,784.00

AB: 9710400 1320 9981 P1310 2525 DPAC 1 5420 S12136 62383E
 AMOUNT: \$5,760,581.25
 CIN 00000000000000000000000000000000: \$5,760,581.25

AC: 9710400 1320 9981 P1520 2525 DPAC 1 5420 S12136 62304E
 AMOUNT: \$1,375,634.75
 CIN 00000000000000000000000000000000: \$1,375,634.75

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

The Procuring Office Representative is Susan Shean, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 703-526-4128, e-mail: susan.shean@darpa.mil.

(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:

Contracting Officers shall select/supply the correct information:

WAWF Invoice Type: -- Select Cost Voucher for all Cost contracts or CLINs

Issuing Office DoDAAC: HR0011

Admin Office DoDAAC: S2404A Admin Office DoDAAC

Service Approver DoDAAC (Cost Voucher): HR0011 Service Acceptor/Approver DODAAC extension
020

DCAA Office DoDAAC: HAA208 DCAA Office DoDAAC

Paying Office DoDAAC: HQ0338 Paying Office DoDAAC

(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/Bull Run Branch Office (BRBO)

DoDAAC: [code] HAA208

PO Box 221574

Chantilly, VA 20153

Attn: Louis.Perez@dcaa.mil

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

Name	E-mail	Phone	Role
Darin Smith	Darin.Smith@darpa.mi	(703) 526-4102	COR

(end of clause)

G-3 Delegation of Authority for Contract Administration

DCMA Manassas, S2404A, 10500 Battleview Parkway Suite 200, Manassas, VA 20109-2342, 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 guidance of Darin Smith, 3701 N. Fairfax Drive, Arlington, VA 22203-1714 telephone (703) 526-4102, e-mail: darin.smith@darpa.mil. Such technical guidance 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 guidance shall not include any guidance 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)

(end of clause)

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

(end of clause)

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$10,000,000.00 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through June 30, 2012. 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 \$10,000,000.00 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

G-7 Payment of Cost and Fee

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, Item 0001. 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.

(3) A base fee in the amount set forth as "Base Fee" in Section B. The Contractor may bill on each invoice the amount of the base fee bearing the same percentage to the total base fee as the amount of cost billed bears to the total estimated cost.

(4) Award Fee will be determined and payable in accordance with the Award Fee Plan in Attachment 1.

(end of clause)

G-8 Payment of Realized Savings

Payments of the Contractor's share of savings under Special Contract Requirement H-18 "Savings Initiatives" shall be made by a modification to the contract. Shares shall be added to the base fee of the contract. The base fee limitations do not apply to the shares.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

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

(end of clause)

H-2 Type of Contract

This is predominately a Cost-Plus-Award-Fee (CPAF) contract; CLIN 0001 is Cost-Plus-Fixed-Fee (CPFF). CLINs 0002 and 0004 and Option CLINs 0102, 0202, 0302, 0402 and 0502 are Cost only CLINs.

(end of clause)

H-3 RESERVED

H-4 Key Personnel

The final determination is within the COR's purview.

Proposed replacements for all personnel in Key Personnel positions shall be approved by the COR or Contracting Officer prior to their assumption of duties on the contract.

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are the personnel in the labor categories specified in the table below who were identified in the proposal for participation in one of the Key Personnel positions defined in Attachment I Statement of Work.

RFP Labor Category	Name
Program Manager	(b)(4)
Other Management	
Other Management	
Information Assurance Specialist	
International Cooperation Specialist	
International Cooperation Specialist	

International Cooperation Specialist		(b)(4)	
Intelligence/Counterintelligence Analyst			
Polygrapher			
Privacy Specialist			
Budget Analyst			

(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. The Contracting Officer's Representative (COR) reserves the right to determine if a given work history contains the necessary and sufficiently detailed relevant experience to reasonably demonstrate the ability for effective and efficient performance. If the COR questions the qualifications or competence of a person proposed to work under the contract, the burden of proof to demonstrate that the person is qualified as prescribed herein shall be upon the Contractor. 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 RESERVED

H-6 Contractor Representations and Certifications

The Contractor's Representations and Certifications dated July 7, 2011 are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

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

(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 COR 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.

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

(end of clause)

H-9 RESERVED

H-10 Consent to Subcontract

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

NAME	TOTAL AMOUNT
(b)(4)	

(b) If the Contractor does not have an approved purchasing system, approval must be obtained from the Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph (a).

(end of clause)

H-11 Small Business Subcontracting Plan and Goals

The Contractor's Small Business Subcontracting Plan, dated (not applicable), is incorporated herein and made a part of this contract by reference.

(end of clause)

H-12 Government Furnished Property/Facilities and Services

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

(b) The Government will provide office space for the direct labor categories assigned to this contract, as defined in Attachment 1 Statement of Work.

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

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

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

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

The accountability of the Government Furnished Property described in Attachment 3 will be transferred to this contract at date of award.

(end of clause)

HR-13 Organizational Conflict of Interest

(a) **Purpose:** The purpose of this clause is to ensure that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which related to work under this Contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

(b) **Scope:** The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity.

- (1) **Maintenance of Objectivity:** The Contractor shall be ineligible to participate in any capacity in any DARPA procurements other than those for Scientific, Engineering, Technical and Administrative (SETA) support services. A DARPA SETA contractor cannot simultaneously be a DARPA performer on other, non-SETA efforts.
- (2) **Access To and Use of Government Information:** If the Contractor, in the performance of this Contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
- (3) **Access to and Protection of Proprietary Information:** The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business or financial information (hereinafter referred to as "proprietary data") under this Contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this Contract, a written agreement which shall provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in conjunction with the work under this Contract.

(c) Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "Contract," "Contractor," and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict or interest as that term is used in FAR Subpart 9.5.

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

(e) Remedies and Waiver

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this Contract, the Government may terminate this Contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential therefore), subsequent to contract award, the Contracting Officer may terminate this Contract for convenience of the Government, if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this Contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may, at any time, seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer will grant such a waiver.

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

(end of clause)

H-14 Contractor Code of Business Ethics

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

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

(end of clause)

H-15 Contractor Performance Information

Contractor performance information for this contract will be collected in the Contractor Performance Assessment and Reporting System (CPARS) web-enabled tool. The contractor designated representative is (b)(4), (b)(6) (b)(6). Only this individual will be granted access to the CPARS website (<http://www.cpars.csd.disa.mil/>) to review individual assessment reports as they are prepared by the Assessing Official, prior to their being finalized and posted.

The Contractor will be given 30 days to comment on the assessment report prior to its being finalized. Should the Contractor nonconcur with the Assessing Official's report, the report will be reviewed by the appropriate Reviewing Official prior to being finalized. The Contractor will be informed of the Reviewing Official's comments, and the report will be finalized. There will be no further opportunity for Contractor comment.

(end of clause)

H-16 Removal From Project Access

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

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

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

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

(end of clause)

H-17 Security Requirements

(a) The Contractor must comply with all requirements contained in Attachment 4, DD Form 254, Department of Defense Contract Security Classification Specification.

(b) All individuals supporting this contract must possess a minimum of a SECRET clearance, based on a National Agency Check with Local Agency Check and Credit Check (NACLIC) at the time of assignment to this contract.

The security requirements for the personnel to perform tasks identified in Section 2 of Attachment 1, are as follows:

Those tasks which require a TOP SECRET based on a Single Scope Background Investigation (SSBI) current within the last five (5) years, and require SCI and SAP eligibility at the time of assignment to this contract are:

- Program Management Team
- Program Security Representatives (PSR)

- Security Assistants (with the exception of the two (2) positions assigned to support the Director, SID, and Assistant Director, Operations.)
- Personnel Security Specialists
- Information Assurance Specialists
- International Security Specialists
- Intelligence and Counterintelligence Analysts
- Information/Industrial Security Specialists
- Plans, Policies, and Procedures Specialist
- Database/Web Systems Administrator
- Polygrapher
- Privacy Specialist
- Budget Analyst (SAP)

Those tasks which require eligibility for a TOP SECRET clearance based upon a SSBI, current within the past five (5) years, and require SCI and SAP eligibility at the time of assignment to this contract are:

- Security Education, Training, Awareness & OPSEC Specialist
- International Cooperation Specialists

Those tasks which require possession of a SECRET clearance, based upon a NACLIC, current within the past ten (10) years are:

- Security Assistants (the two (2) positions assigned to support the Director, SID, and Assistant Director, Operations)
- FOIA Specialists

Additionally, those personnel assigned to this contract whose task requires that they must be able to undergo a favorable adjudication for access to SCI may also be required to successfully undergo additional security screening (e.g., counterintelligence (CI) scope polygraph examination).

(c) The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed. The Contractor shall remove from the Government site any individual whose presence is deemed by the DARPA Director to be contrary to the public interest or inconsistent with the best interests of national security.

(end of clause)

H-18 Savings Initiatives

The Contractor is encouraged to submit technical and cost proposals (Contractor format acceptable) to the DARPA Contracting Officer for Contractor proposed performance efficiencies which are estimated to result in cost savings of at least \$100,000 under this contract. Performance efficiencies cannot result in any degradation of Contractor performance. Implementation of any proposal is subject to Government approval. If cost savings are realized, the Contractor will share in the savings in accordance with the percentage rate identified in Section B. Overall cost savings for any approved initiatives will be determined based on a comparison of allowable costs to the estimated cost initially negotiated and included in the contract.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt II	(INVALID EFF_DT) Small Business Subcontracting Plan (JAN 2011) Alternate II	DEC 1900
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days before the end of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days before the end of the contract.

(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 the period of performance; 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 sixty-six (66) months.

(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 these addresses:

http://farsite.hill.af.mil/farsite_script.html and <http://www.arnet.gov/far/>.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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 under Contract No. TBD.

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

Defense Advanced Research Projects Agency.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment 1	Statement of Work
Attachment 2	Award Fee Plan
Attachment 3	Government Furnished Property
Attachment 4	DD 254-Contract Security Classification Specification