AWARD FEE PLAN

For

Contractor Support Services for the

Defense Advanced Research Projects Agency (DARPA), Support Services Office, (SSO), Security and Intelligence Directorate (SID)

Date Approved: 12 October 2011

Approved By: Fee Determination Official

A. INTRODUCTION

- 1. This plan covers the administration for the award fee provisions of the contract for: Contractor Support Services for the Support Services Office /Security and Intelligence Directorate of DARPA. It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of DARPA. The Fee Determining Official (FDO) may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer, in writing, before the start of the affected evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.
- 2. This document outlines the process for evaluating performance of the Statement of Work (SOW) and identifies how award fee under the contract will be apportioned. Evaluation management will be accomplished through a process which will measure and examine performance and provide feedback in order for the contractor to implement corrective actions where necessary and continually improve the services provided.

DARPA reserves the right to engage independent contractors to monitor, investigate and evaluate contractor performance. DARPA, or its designees, will conduct periodic, unannounced audits in support of the data gathering process.

Any Award Fee not earned in an award period WILL NOT roll over to the next award period.

B. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION

The following organizational structure is established for administering the award fee provisions of the contract. Note that this structure is subject to change at the discretion of DARPA.

1. <u>Fee Determination Official (FDO)</u>

a. The FDO is the Director of the Support Services Office (SSO), Defense Advanced Research Projects Agency (DARPA). The FDO reserves the right to consult advisors in addition to those named in this document without notifying the contractor.

b. Primary FDO responsibilities are:
(1) Determining the award fee earned and payable for each evaluation period.
(2) Approving the Award Fee Plan (AFP) and any significant changes. Any significant changes shall be implemented via a bilateral contractual modification to incorporate the revised AFP.

2. Award Fee Board (AFB)

 a. The Award Fee Board is made up of the following members: Chairperson - Director, Security and Intelligence Directorate Assistant Director, Program Management (ADPM) for SSO Contracting Officer (CO), Primary Contracting Officer Representative (COR), and Non-voting Award Fee Coordinator b. Primary Award Fee Board Members' Responsibilities are:

 (1) Evaluate contractor performance based on recommendations provided by DARPA Subject Matter Experts (SMEs) and other personnel, as appropriate.
 (2) Make earned award fee recommendations to be presented to FDO
 (3) May also recommend changes to the Award Fee Plan. Any significant changes shall be implemented via a bilateral contractual modification to incorporate the revised AFP.

3. Subject Matter Experts (SMEs)

a. DARPA Subject Matter Experts will be assigned to report to the Award Fee Board on the contractor's performance of the SOW tasks during the period. SME assignments may be changed at any time without notice to the contractor. DARPA reserves the right to consult independent contractors to assist and conduct performance evaluation.

- b. Primary SME performance monitoring responsibilities are:
- (1) Monitoring, evaluating and assessing contractor performance in assigned areas.

(a) SMEs will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. Positive performance accomplishments may be identified as well as negative ones. The information provided, both positive and negative, through the AF process should assist the contractor with the execution of their performance plan during the next award fee period.

(b) SMEs shall prepare written Performance Evaluation Reports. SMEs will discuss the assessment results with the COR and Award Fee Coordinator (AFC), as appropriate, noting any observed positive accomplishments and/or deficiencies as well as accompanying recommendations.

(c) SME discussions with contractor personnel are not to be used to instruct, to direct, to supervise, or as an attempt to control these personnel in the performance of the contract. The role of the SME is to monitor, assess, and evaluate, not to manage the contractor's effort.

- (2) Periodically SMEs may be asked to provide verbal reports to the AFB or FDO.
- (3) Recommending to the FDO, through the AFC and COR, appropriate changes in this plan for consideration. Any significant changes shall be implemented via a bilateral contractual modification to incorporate the revised AFP.

4. Award Fee Coordinator (AFC)

a. The AFC may also be the Primary Contracting Officer's Representative (COR).

b. The AFC is the DARPA official who handles administrative actions required by the AFB and FDO in order to assure smooth execution of the Award Fee Plan and that the overall evaluation process is conducted in accordance with the AFP. These AFC duties include:

(1) Assuring SME evaluation reports and contractor self-evaluations are provided on

time and are made available to the AFB and FDO,

- (2) Coordinating and arranging the AFB meetings,
- (3) Taking notes during AFB meetings and preparing the AFB's recommendation reports,
- (4) Preparing the FDO's official correspondence on the fee determination, and
- (5) Coordinating the development of and changes to the Award Fee Plan. Any significant changes shall be implemented via a bilateral contractual modification to incorporate in the revised AFP.
- c. The AFC will assure that each SME receives the following:
 - (1) A copy of the contract and all modifications.
 - (2) A copy of this plan along with any subsequent changes thereto.
 - (3) Appropriate orientation and guidance.
 - (4) Specific instructions applicable to SME-assigned performance areas.

d. On an informal basis, the AFC shall provide to the contractor, upon concurrence of the COR, information pertaining to adverse items or areas of poor performance to afford the contractor an opportunity to clarify possible misunderstandings and to correct or resolve deficiencies prior to completion of the award fee period.

C.

METHOD FOR DETERMINING AWARD FEE

A determination of the award fee earned for each evaluation period will be made by the FDO after the end of the period. The method to be followed in monitoring, evaluating, and assessing contractor performance during the period, as well as for determining the award fee earned, is described below.

1. SMEs will monitor, evaluate, and assess contractor performance.

2. SMEs provide Performance Evaluation Reports assessing the contractor's performance to the COR and AFC. The written reports shall be briefed to the COR.

3. SMEs provide verbal presentations to the AFB or FDO, as requested.

4. As appropriate, the AFB or FDO may request and obtain performance information from other units or personnel normally involved in observing contractor performance.

5. The contractor will conduct and submit a self-evaluation to the AFC and FDO or their designated representative, 15 days after the Mid-Year and Overall Evaluation Periods. Refer to Section G of the AFP for a description of the Mid-Year and Overall Evaluation Periods.

6. Approximately 21 days after the Mid-Year and Overall Evaluation Periods, the COR or his/her designee will meet with the contractor and discuss preliminary findings and recommendations. As requested by the COR, SMEs and other personnel involved in performance evaluation will attend the meeting and participate in discussions. At this meeting, the contractor will be given an opportunity to submit or respond to any additional matters.

7. The Mid-Year evaluation conducted midway through the Overall evaluation period will not result in a determination and disbursement of Award Fee funds. This period is designed to be an assessment of work to date.

8. Approximately 30 days after the end of the Overall Evaluation Period, the AFC will convene the AFB to discuss the award fee with the Board Members and other personnel, as appropriate. At the request of the AFB, the contractor may present its self-evaluation to the AFB. The AFB will consider the contractor's self-evaluation, if any, information from the SMEs, and other performance information identified in paragraph 4 above when making a recommendation to the FDO for the contractor's earned award fee. If requested by the AFB, other personnel involved in performance evaluations may be required to attend the meeting. The Board will issue an Award Fee Recommendation Report to the FDO.

9. Within 45 days after the end of the Overall Evaluation Period, the FDO will determine the amount of award fee earned during the Evaluation Period within the guidelines specified herein. The FDO's determination of the amount of award fee earned and the basis for this determination will be stated in the Award Fee Determination Report (AFDR). The report will be signed by the FDO and forwarded to the Contracting Officer. Within 14 calendar days after the FDO's decision is made, the Contracting Officer will issue a unilateral contract modification which identifies the amount of the award fee earned.

D. AWARD FEE EVALUATION CATEGORIES & CRITERIA

1. <u>Categories of Performance and Weights</u>

The award fee evaluation areas and their respective weights are shown below:

SOW SECTION/ Paragraph	EVALUATION CATEGORIES	SOW Sub- Section Weight's	OVERALL WEIGHTS
	Security Operations		Overall 30 %
2/6	Personnel Security	10 %	
2/7 & 2/8	Information Assurance (IA)	15 %	
2/9	Security Education, Training, Awareness/OPSEC Program	5%	
2/10	International Security Program	15%	
2/11	International Cooperation	15 %	
2/12	Intelligence/Counterintelligence Support	15 %	
2/14	Plans Policies and Procedures	5%	
2/15	FOIA	5%	
2/16	Data Base /Web System Administration	5%	
2/18	Privacy Analyst	10 %	
	Program Security		Overall 30 %
2/2	Program Security Representatives	50 %	
2/3	Security Assistants	15 %	
2/4	Security Assistants in the Special Security Office	5%	
2/5	Security Assistants Performing Personnel Security Tier II Adjudication	5%	
2/13	Information/ Industrial Security Program	15 %	
2/17	Polygraph Support	5%	
2/19	Budget Analyst (SAP)	5%	
	Program Management		Overail 40 %
2/1	Program Management	100/90 %	
1/2.4	Special Project, Study Assessment or Analysis	0/10 %	
	Total Weight		100%

2. Evaluation Criteria

The evaluation categories and criteria are intended to cover all tasks and subtasks in the Statement of Work. A subtask will be considered to have met the standard in an evaluation period if no work under that subtask was assigned and/or performed.

The following evaluation criteria and their applicable weights within the SOW Subtasks will be used in measuring the standard of performance.

Evaluation Criteria	
For SOW Sections/Paragraphs 2/2-19 & 1/2.4	

		Weight
a.	Quality of Product/Service:	35 %
	Assess the contractor's performance of contract requirements. Assess the	(& 3.5%
	accuracy of reports as well as technical excellence.	for 1/2.4)
b.	Schedule/Timeliness of Performance:	30 %
	Assess the timeliness of the contractor against the completion of administrative	(& 3.5%
	requirements. Assess the contractor's adherence to the delivery of work	for 1/2.4)
	products by assessing the contractor's efforts during the assessment period that	
	contribute to or effect schedules. Also consider whether the contractor is reliable	
	and responsive to direction.	
с.	Business Relations:	35 %
	Assess the timeliness, completeness, and quality of problem identification,	(& 3.5%
	corrective action plans, reasonable and cooperative behavior. The extent to	for 1/2.4)
	which the contractor discharges its responsibility for integration and coordination	
	needed to execute the contract. Responsiveness to requirements, professional	
	correspondence and administration, prompt notification of problems, flexibility,	
	cooperativeness, and proactive solutions.	

Evaluation Criteria For SOW Section/Paragraph 2/1 Only

		Weight
а.	Quality of Product/Service:	17.5/14 %
	Assess the contractor's conformance to contract requirements. Assess the accuracy of reports as well as technical excellence.	
b.	Schedule/Timeliness of Performance: Assess the timeliness of the contractor against the completion of administrative requirements. Assess the contractor's adherence to the delivery of work products by assessing the contractor's efforts during the assessment period that contribute to or effect schedules. Also consider whether the contractor is reliable and responsive to direction.	17.5/14 %
C.	Business Relations: A ssess the timeliness, completeness, and quality of problem identification, corrective action plans, reasonable and cooperative behavior. The extent to which the contractor discharges its responsibility for integration and coordination needed to execute the contract. Responsiveness to requirements, professional correspondence and administration, prompt notification of problems, flexibility, cooperativeness, and proactive solutions.	17.5/14 %
d.	Management of Key Personnel: Assess the contractor's performance in selecting, retaining, supporting, and replacing (when necessary) key personnel.	17.5 %
e.	Cost Control: Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Also consider whether the work performed was within budget; were billings current, accurate, and complete; and if any change orders or contract modifications were implemented in a timely manner.	30%

• When SOW Sec 1/2.4 is being evaluated as part of Program Management, use 3.5% for criteria a,b,c for 1/2.4 and 14% for criteria a,b,c for 2/1. In the absence of 1/2.4 evaluation, use the full 17.5% for the 2.1 criteria a,b,c evaluation.

3. Standards of Performance

These standards of performance or performance grades will be used, in conjunction with the categories of performance, weights, and evaluation criteria, in determining whether and to what extent the contractor has earned or may be entitled to receive any award fee.

- a. Excellent performance Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- b. Very Good performance Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- c. Good performance -- Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- d. Satisfactory performance Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- e. Unsatisfactory performance Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
- f. Performance grades will be converted to percentages of award fee, rounded up to the nearest whole number, and payable as follows:

Performance Grades	Percent of Award Fee Payable for Evaluation Period
Excellent - 5	4-5 91% - 100%
Very Good - 4	3-4 76% - 90%
Good - 3	2-3 51% - 75%
Satisfactory - 2	1-2 1% - 50%
Unsatisfactory - 1	<1 0%

E. CHANGES IN PLAN COVERAGE

1. Right to Make Unilateral Changes

Any matters covered in this plan not otherwise requiring mutual agreement under the contract, may be changed via a unilateral contract modification by the Contracting Officer. The changes

will be made before the start of the applicable evaluation period.

2. <u>Method for Changing Plan Coverage</u>

a. Personnel involved in the administration of the award fee provisions of the contract are encouraged to recommend changes in plan coverage with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the AFC for consideration and drafting.

b. Prior to the end of each evaluation period, the AFC will submit changes applicable to the next evaluation period for approval by the FDO with appropriate comments and justification, or inform the FDO that no changes are recommended for the next period.

c. The FDO will notify the Contracting Officer before the beginning of the next evaluation period what changes, if any, are to be applied and the Contracting Officer will make the changes via a unilateral contract modification as stated in paragraph E.1 above. If the contractor is not provided with this modification before the beginning of the next period, the existing plan coverage will continue in effect for the next evaluation period. The changes may be provided by facsimile.

F. CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process on a prorated basis. After termination for convenience, the remaining award-fee amounts allocated to all subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

G. AWARD FEE ALLOCATION BY EVALUATION PERIODS

The award fee earned by the contractor will be determined at the completion of the evaluation periods shown below*. The dollars shown corresponding to each period is the maximum available-award-fee amount that can be earned during that particular period.

Period	Base Effort	
Mid-Year Evaluation	1 Jan 2012 - 30 June 2012	Available Award Fee*: \$0.00
Overall Evaluation	1 Jan 2012 - 31 Dec 2012	Available Award Fee**: (b)(4)

	Option I Effort		
Mid-Year Evaluation	1 Jan 2013 - 30 June 2013	Available Award Fee*: \$0.00	
Overall Evaluation	1 Jan 2013 - 31 Dec 2013	Available Award Fee**: (b)(4)	

	Option II Effort	
Mid-Year Evaluation	1 Jan 2014 – 30 June 2014	Available Award Fee*: \$0.00
Overall Evaluation	1 Jan 2014 - 31 Dec 2014	Available Award Fee**: (b)(4)

	Option III Effort	
Mid-Year Evaluation	1 Jan 2015 - 30 June 2015	Available Award Fee*: \$0.00
Overall Evaluation	1 Jan 2015 - 31 Dec 2015	Available Award Fee**: (b)(4)

	Option IV Effort	
Mid-Year Evaluation	1 Jan 2016 - 30 June 2016	Available Award Fee*: \$0.00
Overall Evaluation	1 Jan 2016 - 31 Dec 2016	Available Award Fee**: (b)(4)

	Transition Out Effort		
Overall Evaluation	1 Dec 2016 - 31 Dec 2016	Available Award Fee:	(D)(4)

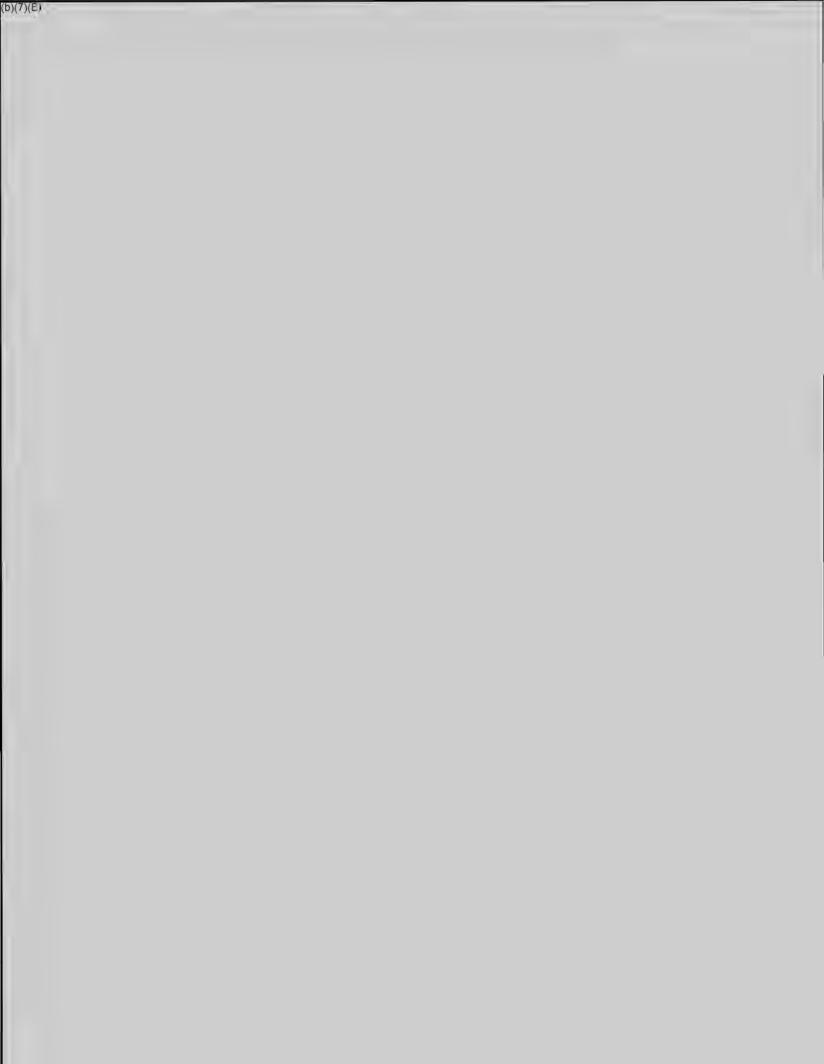
* The Mid-Year Evaluation will not result in a determination and disbursement of Award Fee funds. This period is designed to be an assessment of work to date.

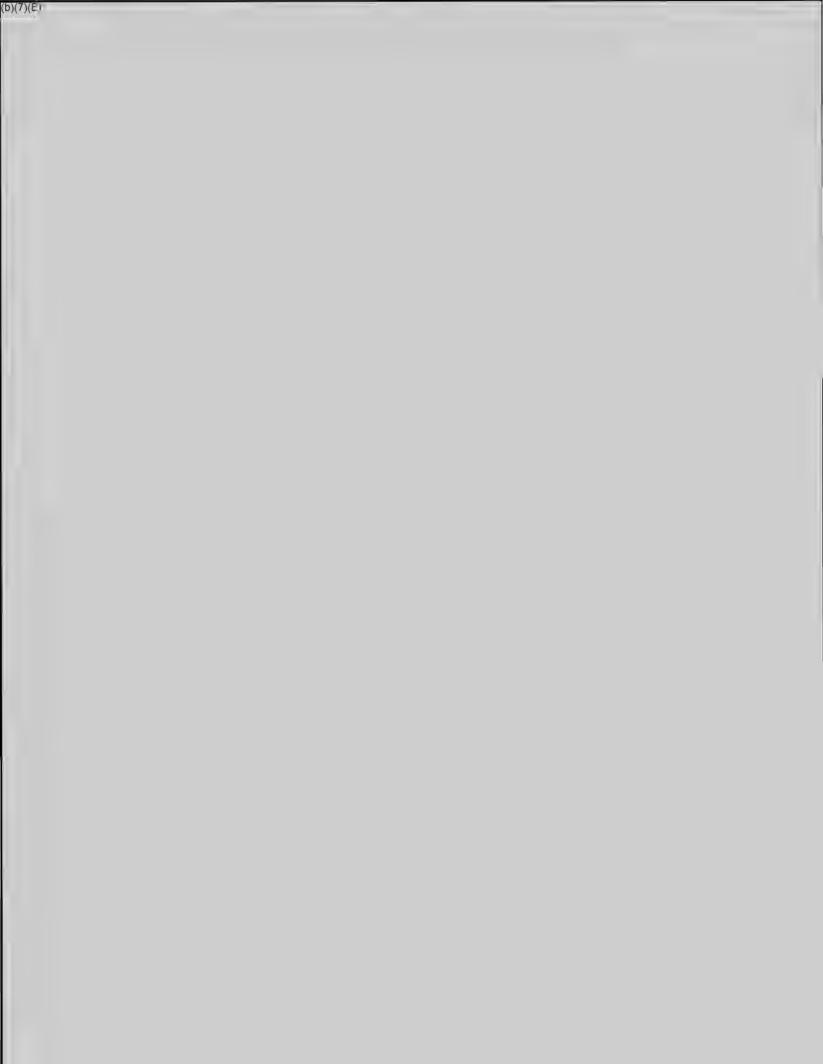
** Any Award Fee not earned in any award period WILL NOT roll over to the next award fee period.

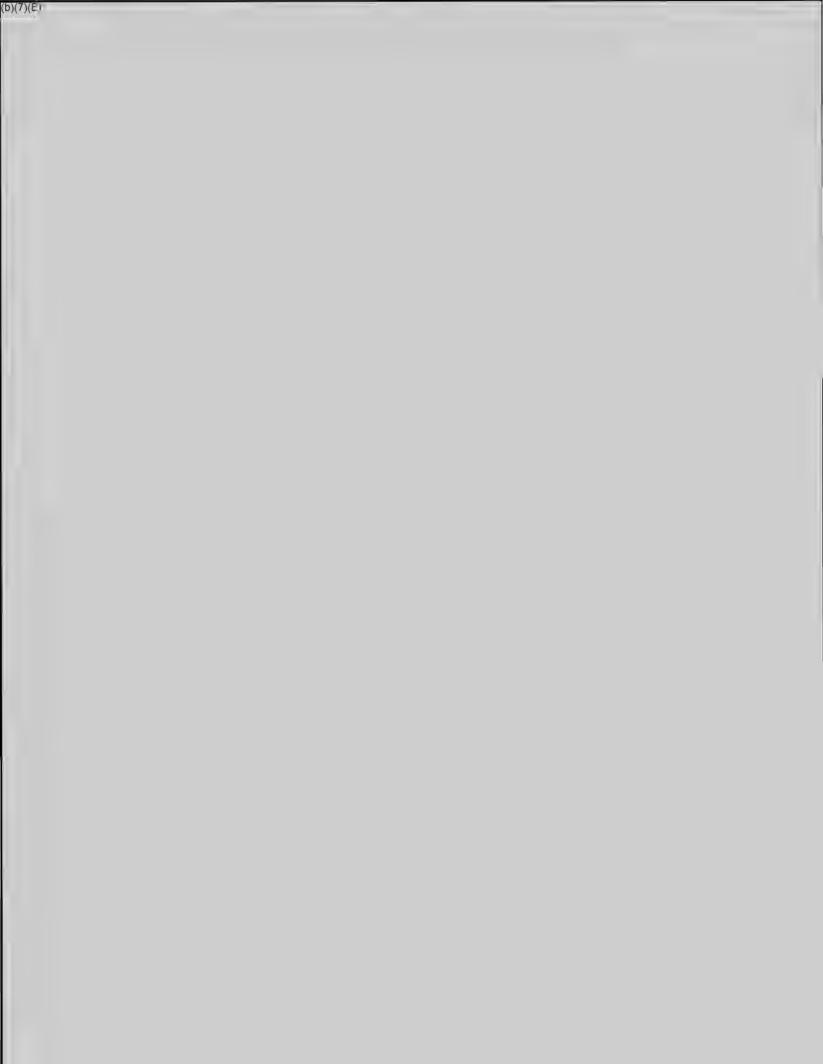
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INTIMUS SHREDDER	1	INTIMUS	ARLINGTON VA/TTC/ ROOM #800	7023F	697260.00181A	AG018220/51170	OPE
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Sheduar	1	WHITAKER	ARLINGTON VA, SAVANA #1013	6HREDDER	897280-00677F	51189		
Laptop	1	DELL	ARLINGTON, VA ATEP/ROOM #716	LAPTOP	CN-OHP728-48643-843-1078	S1140		
TV	1	PANASONIC	CARLINGTON, VA AEO/RM1046	TV	MY90950314	51147		
IV	1	PANASONK	CARLINGTON, VA AEO/RM1079	TV	MYD0950316	51145		
TV	1	SONY	ARLINGTON, VA SID RM 248	τv	4520600	51635		
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<u>-DARPA On-Site Contractor Security Guidance</u> Attachment to DD Form 254 For Contract #-HR0011-12-C-0024

I. General

a. Contractor Performance. In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD Form 254. The Contractor will conform to the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program Operating Manual (NISPOM).

Additionally, when visiting or working at DARPA facilities the Contractor (and any subcontractors and/or consultants) will comply with the DARPA Security Manual relative to DARPA security policies and procedures as they apply to the protection of classified and controlled but unclassified information. If the contractor establishes a cleared facility or Defense Security Service approved off-site location in support of this contract the security provisions of the NISPOM alone will apply to that facility.

b. Security Supervision. DARPA will exercise security oversight over all contractors visiting or working at DARPA. The contractor will identify, in writing, to the Director, Security and Intelligence Directorate (SID), an on-site management Point of Contact (POC) that will interface with the DARPA SID for security matters.

c. Company Facility Security Officer (FSO). The contractor shall provide the DARPA SID, in writing, the name, address, telephone number, and email address of the Company's cognizant FSO. The contractor shall ensure that these names and addresses are kept current. The FSO will report any change in status of company employees such as clearance level, name change, resignation, foreign contacts, etc. to the Personnel Security/Badging Office, SID, ASAP. The FSO will ensure that company employees selected to perform a Security function at DARPA will be JPAS, DCII certified personnel and that such personnel have accounts and "read" access to each of the systems.

d. Basic Requirement. Personnel who are issued either an On-Site or Off-Site DARPA identification badge and/or who are granted access to DARPA facilities and/or to the DARPA Management Support System (DMSS) must have, at a minimum, a current SECRET clearance under the sponsorship of the employing contractor. The contractor shall establish a system to immediately notify the Director, SID, and immediately deny access to DARPA facilities and

the DMSS, when a contractor employee's clearance is withdrawn or administratively downgraded for any reason.

d. Security Classification Guide (SCG). The contractor shall ensure that the appropriate SCG is used to determine classification requirements for DARPA information and material. Questions regarding classification may be directed to the Director, SID.

e. Sensitive Compartmented Information (SCI) Access. Individuals accessed to SCI while conducting DARPA work will comply with the provisions of DoD 5105.21-M-1 (Sensitive Compartmented Information Administrative Security Manual) and appropriate DARPA Sensitive Compartmented Information Facility (SCIF) Standard Operation Procedures (SOP). The FSO and/or CSSO shall submit SCI nominations sponsored by DARPA in accordance with instructions issued by SID (See paragraph XV, DARPA SID Website Tools).

f. Special Access Programs (SAP). Individuals accessed to Special Access Programs (SAPs) while conducting DARPA work will comply with the provision of DoD 5200.22-M-Sup (the DoD Overprint to the NISPOM, Apr 04) and appropriate DARPA SAPF SOPs.

II. Handling Classified Material or Information

8. Control and Safeguarding. Contractor personnel working at DARPA or traveling to support DARPA efforts are responsible for the control and safeguarding of all classified and sensitive material in their possession. All contractor personnel will be briefed by their company on their individual responsibilities to safeguard classified material. In addition, all contractor personnel authorized a DARPA badge are required to attend the DARPA Security Orientation Briefing prior to badge issuance (Contact the DARPA badge office for further information). In the event of possible or actual loss or compromise of classified inaterial, the on-site Contractor point of contact (POC) at DARPA will immediately report the incident to DARPA SID. This does not negate the need for the POC to promptly report the incident to the supported DARPA Technical Office management representative. A DARPA SID representative will conduct an inquiry of the incident and provide a report to the FSO and the Cognizant Field Office of the DSS if the event involves Contractor personnel. The contractor will promptly correct any deficient security conditions identified by the DARPA SID.

b. Storage.

1. Collateral Secret classified material may only be stored in containers authorized by and registered in the DARPA Classified Document Registry (CDR). All collateral Top Secret material will be maintained in the CDR. Containers are assigned to a Primary Custodian and, where necessary, alternate custodians are appointed. On-site contractor personnel may act as custodians. Custodians must be properly listed on the Standard Form 700 and must be properly registered with and briefed on their custodial responsibilities by the CDR. The contractor will assure that the CDR is promptly notified when their personnel no longer need access to a container and that all personnel to whom classified documents have been issued or that were custodians process out through the CDR and turn in all classified material to the CDR prior to their departure or relocating within DARPA. The custodian will notify the CDR when a container is to be relocated or turned in or when there is a change in personnel that are authorized access to the container. Custodians must also notify the CDR when collateral classified material requires a change of custody within DARPA.

2. Only DARPA SID approved areas are authorized for the open storage and processing of classified material. All other areas within DARPA facilities are governed by proper In-Use-Controls. The term "In-Use-Controls" is defined as: When classified material is removed from the container, appropriately cleared personnel with the requisite need-to-know must exercise physical control of the material at all times. Additionally, other controls such as closing the office blinds, positioning computer monitors, and/or shutting the office doors shall be utilized to preclude unauthorized disclosure of classified material/information.

c. Transmission of Classified Material.

1. All classified (collateral) material transmitted by mail or courier for use by Contractor or DARPA Staff will be addressed to:

Defense Advanced Research Projects Agency ATTN: CDR 3701 N. Fairfax Drive Arlington, VA 22203

The inner envelope will be addressed to the attention of the person for whom the material is intended.

2. All classified collateral material, (Confidential, Secret and Top Secret), that is hand carried to DARPA by contractor personnel must be delivered to the CDR for processing. Special arrangements must be made with the Director, SID, for the hand-carrying of Sensitive Compartmented Information (SCI) or Special Access Program (SAP) material.

3. All DARPA classified material that is transmitted from DARPA facilities, regardless of method (less faxing), will be processed by: the CDR for collateral; the SSO for SCI; or the SAPCO for SAP. Contractors authorized to use secure faxes shall be appropriately trained as to their responsibilities prior to conducting such activity.

4. DARPA classified material that is transmitted/carried within the DARPA protected perimeter of a DARPA building shall be appropriately marked and have a classified cover sheet affixed. DARPA classified material that is transmitted/carried in a common area or between DARPA buildings (i.e., space accessible by uncleared personnel) shall be appropriately marked, have a classified cover sheet affixed, and placed in an opaque envelope..

III. Information Systems (IS) Security.

a. Contractors using DARPA information systems, networks or computer resources will comply with the provisions of applicable DoD and DARPA Directives and Instructions governing their use.

b. Access to DARPA information systems is limited to Government Staff and approved contractor employees who have been issued the requisite system privileges, as well as meeting security clearance and Necd-To-Know requirements for access to classified systems. Under no circumstance shall a visiting or assigned contractor employee and/or representative obtain access to, connect to, or otherwise interface with any DARPA information system (classified or unclassified) without prior written approval from the DARPA Information System Security Officer. This includes the attaching of unapproved laptops and other hardware peripherals to the DARPA Management Support System (DMSS) and stand-alone systems.

c. The use of wireless computer technology (Bluetooth, 802.11X, RF, etc) within the DARPA enclave is prohibited without explicit written permission from the DARPA Designated Approval Authority (DAA). (This includes both contractor or DARPA provided radio-frequency wireless devices and networks.)

d. Contractors will use DoD information systems only for authorized purposes and never for personal business or prohibited uses. Prohibited uses include placing, downloading, or storing material onto computers or conducting Internet searches or otherwise accessing or using sites containing, or using government equipment and time to print, produce, or store material that society would consider to be pornographic, hate crime or gambling.

e. Contractors will not introduce or use unauthorized software, firmware, or hardware on any DoD information system, this includes the use of instant messaging software and peer-to-peer file sharing software.

f. Contractors will not unilaterally bypass, strain, or test information assurance mechanisms. If IA mechanisms must be bypassed, the contractor shall coordinate the procedure with the IAO and receive written approval from the IAM.

g. The loss, theft, destruction, or suspected compromise of any DARPA computer or computer system will be immediately reported to the Director, SID. The contractor shall establish a system to assure that any DARPA issued or owned electronic equipment (e.g. telephone, computer, etc.,) is properly turned in to proper DARPA channels prior to the departure of their personnel.

IV. Physical Security/Access Controls Procedures.

a. DARPA will provide appropriate response to emergencies occurring within DARPA facilities. The Contractor will comply with all emergency rules and procedures established for DARPA.

b. All personnel assigned to or visiting DARPA facilities are subject to random inspections of their vehicles, personal items in their possession, and of their persons. Consent to these inspections is considered granted when personnel accept either a badge or a vehicle-parking pass that permits access into DARPA controlled facilities.

c. The DARPA SID Badge Office will issue either an "On-Site" or "Off-Site" Contractor identification badge to contractor personnel who are sponsored and authorized by their respective DARPA Office. Prior to badge issuance, a current copy of the DD 254 issued to either a Prime Contractor or Subcontractor, a current Visit Authorization Letter (VAL) must be on file, a DARPA Form 37, Badge Request, must be completed, and the personnel who are being issued the badge must have attended the Security Orientation Briefing. The preparation and submission of the necessary forms for obtaining a badge is the responsibility of the contractor. (See paragraph XV, DARPA SID Website Tools).

d. Contractor personnel not physically located/assigned to DARPA but who require frequent access to DARPA facilities in the performance of their

contract may be eligible for an Off-site Contractor identification badge. The procedures for obtaining this badge are the same as described above.

e. The respective DARPA Offices may at their discretion authorize the issuance of the On-Site identification badge for a period not to exceed the length of the basic contract or option period. The Director, SID, in consonance with the sponsoring DARPA office, will determine the expiration date for the Off-Site badge. Identification badges are the property of the U.S. Government and will be worn and used for official business only. Identification badges must be worn above the waist in plain sight at all times within DARPA facilities. Lost or misplaced badges must be immediately reported to SID (within one working day). Additionally, the FSO and the person to whom the badge is issued shall promptly report a name change, clearance level change, or transfer within DARPA offices, to the DARPA badge office. The contractor shall establish a system to assure that the DARPA badge office is promptly notified of such changes or when a person issued a DARPA badge is terminating employment with the company or is transferring within the company and will no longer need access to DARPA facilities. The need for transferring personnel to retain a DARPA badge shall be determined by the Director, SID. The contractor shall be responsible for assuring that the badges for such personnel are turned in to the DARPA badge office prior to their departure.

f. All classified visits by contractor personnel, On-Site, Off-Site, or other, require the submission of a VAL in accordance with the NISPOM. Visitors that are not issued On-Site or Off-Site badges must be processed through the DARPA Visitor Control Center and present a valid form of identification prior to each admittance to DARPA controlled areas. Such personnel shall be issued a DARPA visitor badge. The contractor VALs shall be mailed, or faxed to:

Defense Advanced Research Projects Agency Attn: Visitor Control Center 3701 N. Fairfax Drive Arlington, VA 22203

Phone: (703)528-3902 Fax: (703)528-3655

g. The contractor shall establish a system to ensure prior notification to SID when visits to DARPA facilities by Foreign Nationals, to include those employed by the contractor, are desired. SID requests 30 days notice for foreign government representatives and 5 days notice for all other foreign visitors. The visit by a foreign national employee may require the possession of an Export Control License by the contractor and proof of such license may be required before the visit is approved. A DARPA Form 60, U.S. Permanent Resident Card, and Foreign National Visit Request must be prepared and submitted for each foreign national visitor (See paragraph XV, DARPA SID Website Tools). The contractor shall ensure compliance with DARPA escort and badge requirements for foreign nationals.

V. Security Compliance Inspections.

DARPA SID personnel will conduct periodic inspections of DARPA facilities and off-site contractor facilities that are using DARPA computer systems. The contractor shall ensure that all contract personnel fully cooperate with DARPA SID representatives during these inspections. A report of the inspection will be forwarded, through appropriate contract channels, to the contractor and the appropriate contractor's COR. The contractor will take prompt action to correct identified deficiencies.

VI. Reports.

As required by the NISPOM, contractors are required to report events that impact their facility clearance (FCL), an employee's personnel clearance (PCL), the ability to properly safeguard classified information, or an indication that classified information has been lost or compromised. The Contractor will ensure that when such events impact, or potentially impact DARPA personnel, operations, or information, they are also promptly reported to the SID. Examples of such events include, but are not limited to the following:

- a. The denial, suspension or revocation of a security clearance of any assigned person, or the suspension, revocation or denial of a FCL connected to a DARPA contract.
- b. Any adverse information which would cast doubt on an assigned employee's continued suitability for continued access to classified information, material, or facilities;
- c. Any instance of loss or compromise, or suspected loss or compromise, of classified information;
- d. Actual, probable or possible espionage, sabotage, or subversive information;
- e. The loss, theft, or destruction of any DARPA issued or owned equipment or material.

VII. Escort Policy

The contractor shall establish a system to ensure compliance with DARPA's escort policy.

VIII. Special Considerations for DARPA Enclave Facilities.

Any contractor occupied space within DARPA facilities will be used strictly for official business in support of DARPA efforts.

IX. Items Prohibited Within DARPA Facilities.

a. Dangerous weapons, instruments or devices. This includes, but is not limited to, the following:

• Rifles, automatic rifles, machine guns, sub-machine guns, pistols, machine pistols, flare pistols, starter pistols, shotguns, compressed gas, air or spring fired pellet or "BB" guns, sling shots, blow guns, or any other device which uses gun powder, compressed gas or air, or spring tension to forcefully eject a projectile or other device which may injure someone;

• Daggers, switch blades, bow and arrows, spear guns, Hawaiian slings, power heads, fishing knives, scuba knives, or any knife with a blade longer than 2 ½ inches (Knives used for authorized construction and or repair efforts are excluded from this prohibition);

• Martial arts devices (throwing stars, nunchuks), stun guns, Tasers, brass knuckles, billy clubs, night sticks, pipe, bars, or mallets, or other similar devices capable of being used as a weapon;

• "Explosives" designed to, or having the capability to, cause death, serious bodily injury, or substantial material damage;

• "Other lethal devices" designed to or that have the capability to, cause death, serious bodily injury, or substantial damage to property through the release, dissemination, or impact of toxic chemicals, biological agents, or toxins or radiation or radioactive material;

• Any other item that may be used to inflict serious injury or death to another person or temporarily blind or disable an individual and which have not been specifically authorized by proper authority.

b. Explosive article or compound. This includes but is not limited to: ammunition for any of the small arms weapons mentioned as a dangerous weapon, including "blank" ammunition, gunpowder, Molotov cocktails, pipe bombs, grenades, pyrotechnics, fireworks or any other compound or article which might violently react and cause injury not specifically authorized by proper authority.

X. Contractor Check-Out Procedures

The contractor shall establish a system to ensure a "check-out" procedure for all contract employees who have been issued a DARPA on-site or off-site badge. The system shall ensure that all badges, keys, classified documents, equipment, communications security equipment (COMSEC)/material, etc., are turned in to proper DARPA channels prior to the employee's departure or transfer. DARPA SID shall issue a form that shall be used by contractor personnel to record the checkout process. Appropriate DARPA functional area representatives shall verify the eheckout by entries on the form (See paragraph XV, DARPA SID Website Tools).

XI. Investigations and Inquiries

DARPA SID personnel may be required to conduct various investigations or inquiries where contractor employees are or may be involved. The contractor shall ensure that all contract personnel fully cooperate with DARPA SID representatives during these efforts. Information and documents requested by DARPA SID representatives will be promptly provided and shall be provided in compliance with Federal and State law and regulation. A report of the inquiry or investigation will be forwarded, through appropriate contract channels, to the Contractor's employing facility and COR. The contractor will take prompt action to correct identified deficiencies and will provide a written report of the actions taken through contract channels to the Director, SID.

XII. Clearance for Public Release

All appropriate information resulting or derived from DARPA funded efforts that is intended for public release must be submitted for DARPA approval in accordance with DARPA Instruction 65, Clearance of DARPA Information for Public Release.

XIII. Preparation of DD Forms 254

a. Subcontracts. The contractor shall ensure that DARPA security requirements, to include the appropriate SCG, are flowed down to their subcontractors who are involved in DARPA efforts. A copy of all DD Forms 254 issued to subcontractors performing DARPA work will be provided to the Director, SID. Contractors will ensure that all DD Forms 254 are kept current.

b. Employee Knowledge of Security Requirements. The contractor shall assure that all of their employees who are assigned to support DARPA are thoroughly familiar with DARPA security requirements, particularly those detailed in this attachment.

XIV. Foreign Travel

SETA contractors who have been badged as "on-site" or "off-site" and who are traveling to foreign countries on behalf of DARPA shall submit a DARPA Form 53 to <u>foreign travel@DARPA.mil</u>. The form shall be submitted not less than 45 days prior to travel and shall be completed as described on the form. The contractor shall also attend the mandatory briefings described on the form. (See paragraph XV, DARPA SID Website Tools.) This requirement does not relieve the contractor of security reporting requirements mandated by his or her organization.

XV. DARPA SID Website Tools

The SID maintains an internal (DARPA Intranet) and external (Internet) website. Forms referenced in this document, as well as other pertinent information, are provided on the websites.

XVI. Contractor Security Education and Training Program

The contractor shall ensure that all personnel assigned to support DARPA, and that are issued "on-site" and "off-site" badges by DARPA, are made aware of these and other DARPA security requirements.