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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		18,812,877	Dollars, U.S.	\$1.00	\$18,812,877.00 NTE
	DARPA STO SETA Labo	r (Base Year)			
	FFP-LOE				
	Non-personal labor service of Work (SOW) and as sp included in Sub-CLINs 00 of this Section B.	ecified in individ	ual Task Order	rs. Labor Categories are	
	FOB: Destination				
				MAX NET AMT	\$18,812,877.00
				CEILING PRICE	\$18,812,895.00
ITEM NO	SUPPLIES/SERVICES	OUANTITY	UNIT	UNIT PRICE	AMOUNT

0002	SUPPLIES/SERVICES	UNDEFINED	Dollars,	UNDEFINED	UNDEFINED
			U.S.		
	Travel (Base Year)				
	COST				
	Travel required to support be specified on individual		ed in the Stater	nent of Work (SOW) to	
	FOB: Destination				

ESTIMATED COST

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\$328,742.00

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED		UNDEFINED	UNDEFINED
	Other Direct Costs				· ·
	COST				
	Other Direct Costs require Work (SOW) to be specifi FOB: Destination			in the Statement of	
				MAX COST	\$858,381.00
		MAY	TILTIM		
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED			NSP
	Data (Base Year) FFP Data to be specified on ea Separately Priced (NSP). FOB: Destination				

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MAX NET AMT

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				Ç	HR0011-07-D-0003 Page 4 of 44
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
1001		QUANTITY 18,688,404	Dollars, U.S.	\$1.00	\$18,688,404.00 NTE
OPTION	DARPA STO SETA Labo	r (Option Year 1)			
	Option for non-personal la Statement of Work (SOW) Categories are included in paragraph B-6 of this Sect FOB: Destination) and as specified Sub-CLINs 1001	in individual 1	fask Order. Labor	
				MAX NET AMT	\$18,688,404.00
				CEILING PRICE	\$18,688,404.00
ITEM NO 1002 OPTION	SUPPLIES/SERVICES Travel (Option Year 1) COST Option for Travel required Work (SOW) to be specifi FOB: Destination			UNIT PRICE UNDEFINED in the Statement of	MAX AMOUNT UNDEFINED
				MAX COST	\$363,211.00

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					Page 5 of 44
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 Option	Other Direct Costs (Optio	UNDEFINED		UNDEFINED	UNDEFINED
	COST Option for Other Direct C Statement of Work (SOW FOB: Destination				
				MAX COST	\$948,385.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
OPTION	Data (Option Year 1) FFP	UNDEFINED			NSP
	Data to be specified on ea Separately Priced (NSP). FOB: Destination				

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MAX NET AMT

	((HR0011-07-D-0003
					Page 6 of 44
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	DARPA STO SETA Labo FFP-LOE	18,658,372		\$1.00	\$18,658,372.00 NTE
	Option for non-personal la Statement of Work (SOW Categories are included in paragraph B-6 of this Sect FOB: Destination) and as specified in Sub-CLINs 2001	n individual 1	Fask Orders. Labor	
				MAX NET AMT	\$18,658,372.00
				CEILING PRICE	\$18,658,372.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Travel (Option Year 2) COST	UNDEFINED		UNDEFINED	UNDEFINED
	Option for Travel required Work (SOW) to be specif FOB: Destination			in the Statement of	
				MAX COST	\$371,528.00

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					Page 7 of 44
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED		UNDEFINED	UNDEFINED
OPTION	Other Direct Costs (Optio	n Year 2)			
	COST				
	Option for Other Direct C Statement of Work (SOW FOB: Destination				
				MAX COST	\$970,100.00
ITEM NO 2004 OPTION	SUPPLIES/SERVICES Data (Option Year 2) FFP Data to be specified on ca Separately Priced (NSP). FOB: Destination				MAX AMOUNT NSP

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MAX NET AMT

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	(HR0011-07-D-0003 Page 8 of 44
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	DARPA STO SETA Labo	QUANTITY 18,648,860 r (Option Year 3)		\$1.00	\$18,648,860.00 NTE
	FFP-LOE Option for non-personal la Statement of Work (SOW) Categories are included in paragraph B-6 of this Sect FOB: Destination	and as specified i Sub-CLINs 3001	n individual 1	ask Orders. Labor	·
				MAX NET AMT	\$18,648,860.00
				CEILING PRICE	\$18,648,860.00
ITEM NO	SUPPLIES/SERVICES	мах	UNIT	UNIT PRICE	MAX AMOUNT
3002 Option	Travel (Option Year 3) COST	QUANTITY UNDEFINED		UNDEFINED	UNDEFINED
	Option for Travel required Work (SOW) to be specifi FOB: Destination			in the Statement of	
		·		MAX COST	\$374,175.00
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Other Direct Costs (Optio COST	QUANTITY UNDEFINED n Year 3)		UNDEFINED	UNDEFINED
	Option for Other Direct C Statement of Work (SOW FOB: Destination				
	rob. Destination				

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QUANTITY 3004 UNDEFINED OPTION Data (Option Year 3) FFP Data to be specified on each Task Order in accordance with Exhibit A. Not Separately Prices (NSP). Preparation costs included in Labor CLINs.

MAX

MAX NET AMT

UNIT

UNIT PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	DARPA STO SETA Labo	18,638,770		\$1.00	\$18,638,770.00 NTE
01 11011	FFP-LOE				
	Option for non-personal la Statement of Work (SOW Categoreies are included in paragraph B-6 of this Sect) and as specified n Sub-CLINs 400	in individual	Task Orders. Labor	

FOB: Destination

ITEM NO

 MAX NET AMT
 \$18,638,770.00

 CEILING PRICE
 \$18,638,770.00

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MAX AMOUNT

NSP

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SUPPLIES/SERVICES

FOB: Destination

	((₁)	HR0011-07-D-0003 Page 10 of 44
ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
		QUANTITY	UNIT		
4002 OPTION	Travel (Option Year 4) COST	UNDEFINED		UNDEFINED	UNDEFINED
	Option for Travel required Work (SOW) to be specifi FOB: Destination			in the Statement of	
				MAX COST	\$376,956.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Other Direct Cost (Option COST	UNDEFINED Year 4)		UNDEFINED	UNDEFINED
	Option for Other Direct Co Statement of Work (SOW) FOB: Destination				
				MAX COST	\$984,2 74.00
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Data (Option Year 4)	UNDEFINED			NSP
	FFP Data to be specified on ea Separately Prices (NSP). FOB: Destination				
				-	

MAX NET AMT

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This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Multiple Award contract utilizing Firm-Fixed-Price/Level of Effort (FFP/LOE) type task orders in accordance with FAR Subpart 16.500. The guaranteed minimum is \$50,000.00 for the basic period and option period, if exercised.

The maximum amount for each contract is not to exceed \$100,000,000.00.

B-2 AWARD FOR BASIC EFFORT/QUANTITY ONLY

The award is for the basic effort/quantity only, whereas the price for the option(s) is that price for which the option(s) shall be exercised should the Government elect to exercise the option(s) in accordance with the appropriate option clause contained in Section I of this contract.

B-3 OPTION TO EXTEND THE TERM OF THE CONTRACT

In addition to the base contract period requirements set forth above, Option Periods 1 through 4 (CLINs 1001-4004), for continued support, are hereby included but are not exercised. These optional efforts shall be performed in accordance with the requirements set forth in Section C of this document. Performance under these option periods shall be executed in accordance with the same terms and conditions in effect under the basic period. Refer to FAR Clause 52.217-9, "Option to Extend the Term of the Contract", for the terms and conditions for these options.

B-4 RESERVED

B-5 LABOR RATE TABLE FOR TASK ORDERS

a. All task orders awarded pursuant to this contract will be priced in accordance with the pricing set forth in Section B-6, Labor Rate Table. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours.

b. Site Rates.

(1) Government Site Rates. When performing at Government sites, the contractor shall furnish fullyburdened personnel rates. The Government will provide only office space, furniture, and office equipment and supplies.

(2) Contractor Site Rates. When performing at a contractor site, the contractor shall furnish fully-burdened personnel rates, which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

c. Proposed ODC mark-up percentages shall be entered in Section B-6.

d. Labor. The Section B-6 Labor Rate Table represents fully-loaded hourly rates for each skill classification. The fully-burdened labor rates shall include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates shall include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-

retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. Contractor site rates shall also include contractor-provided facilities, furniture, equipment, supplies, tool kits, employee training and overhead amounts required for work at contractor site rates. This includes, but is not limited to, telephones, facsimile machines and their telecommunications lines, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software, such as word processing, spreadsheets, graphics, normal copying and reproduction costs. All hourly rates are based on a 40-hour work-week (2,080 hours per year).

e. Travel and Other Direct Costs (ODCs). Task order-related travel costs, i.e., relocation and temporary duty (TDY) include travel, lodging and meals. ODCs consist of supplies and materials required under performance of the task order. A mark-up percentage for associated indirect loadings may be applied to Travel and ODCs. The successful Offeror's mark-up percentages shall be fixed for the duration of the contract. These percentages shall be indicated on each Labor Rate Table under the ODCs. TOs will include time at the proposed rates herein for each skill category, plus any required Travel and ODCs and the fixed mark-up percentages proposed. The cost of general-purpose items required for the conduct of the contractor's normal business operations will not be considered an allowable ODC in the performance of this contract. No profit is allowed on Travel or ODCs.

f. Labor rates are fixed for the life of the contract and may not be increased during the life of this contract. However, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the labor rate tables.

g. At the request of either the contractor or the Government, the contractor may throughout the life of the contract propose additional labor categories, rates and descriptions in addition to the established labor categories, rates and descriptions will be required to support requirements of this contract. These additional categories, rates and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are necessary for the scope of the effort, and the prices are considered fair and reasonable, will be incorporated into the Labor Rate Table.

B-6 LABOR RATE TABLE

The following Labor Rate Table represents fully-loaded hourly labor rates for each skill classification. The Offeror shall provide one composite rate for work performed at the contractor site and one composite rate for work performed at Government sites for each labor category. The Offeror shall include pricing in both the Section B Labor Rate Tables and in the provided Microsoft Excel spreadsheets (Section J, Attachment 7). The

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years cited represent contract years.

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001AA. Contract Program Manager	(b)(4)	
001AB Contract Administrator		
001AC Security Manager		
001AD Training/QA Manager		
001AE Senior Scientist/Engineer		
001AF Junior Scientist/Engineer		
001AG Senior Systems Analyst		
001AH Junior Systems Analyst		
001AJ Senior Technical Writer		
001AK Junior Technical Writer		
001AL. Senior Science Advisor		
001AM Subject Matter Expert No. 3	•	
001AN Subject Maller Expert No. 2		•
001AP Subject Matter Expert No. 1		*
001AQ Senior Program Analyst		
901AR Junior Program Analyst		
091AS Principal Analyst		
001AT Mid-Level Analyst		
001AU Administrative Assistant		
Training/QA Assistant	the second se	torn one
001AV Contract Program Manager		(b)(4)
001AW Contract Administrator		
001AX Security Manager		
001AY Training/QA Manager		
001AZ Senior Scientist/Engineer		
0018A Junior Scientist/Engineer		
00188 Senior Systems Analyst		
0018C Junior Systems Analyst		
0018D Senior Technical Writer		
001BE Junier Technical Writer		
001BF Senior Science Advisor		
001BH Subject Matter Expert No. 3		
001BJ Subject Matter Expert No. 2		
0018K Subject Matter Expert No. 1		
901BL Senior Program Analyst		•
0018M Junior Program Analyst		¢
0018N Principal Analyst		
018P Mid-Level Analyst		
0018Q Administrative Assistant		
Training/QA Assistant	•	
(22) + (13) + (1-1) + (23) + (1-1) + (1-1)	and the state of the second second	-
Tomat	Mark-up Percentage	
Travel	(b)(4)	
Materials		

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1001AB Contract Administrator 1001AC Security Manager 1001AC Security Manager 1001AE Senior Scientist/Engineer 1001AF Junior Scientist/Engineer 1001AF Junior Scientist/Engineer 1001AG Senior Systems Analyst 1001AJ Senior Technical Writer 1001AJ Senior Technical Writer 1001AL Senior Science Advisor 1001AL Senior Science Advisor 1001AL Senior Science Advisor 1001AL Senior Science Advisor 1001AN Subject Matter Expert No. 3 1001AN Subject Matter Expert No. 2 1001AP Subject Matter Expert No. 1 1001AQ Senior Program Analyst 1001AR Junior Program Analyst 1001AR Junior Program Analyst 1001AR Mid-Level Analyst 1001AV Contract Program Manager 101AV Contract Program Manager		(b)(4
1001AC Security Manager 1001AD Training/CA Manager 1001AE Senior Scientist/Engineer 1001AF Junior Scientist/Engineer 1001AG Senior Systems Analyst 1001AJ Senior Systems Analyst 1001AJ Senior Technical Writer 1001AL Senior Technical Writer 1001AL Senior Science Advisor 1001AL Senior Science Advisor 1001AL Senior Science Advisor 1001AL Subject Matter Expert No. 3 1001AN Subject Matter Expert No. 2 1001AP Subject Matter Expert No. 1 1001AQ Senior Program Analyst 1001AR Junior Program Analyst 1001AR Junior Program Analyst 1001AR Mid-Level Analyst 1001AV Contract Program Manager 1001AV Contract Program Manager 1001AX Security Manager		
001AD Training/CA Manager 001AE Senior Scientist/Engineer 001AF Junior Scientist/Engineer 001AG Senior Scientist/Engineer 001AG Senior Scientist/Engineer 001AG Senior Systems Analyst 001AJ Senior Systems Analyst 001AJ Senior Technical Writer 001AL Senior Technical Writer 001AL Senior Science Advisor 001AN Subject Matter Expert No. 3 001AN Subject Matter Expert No. 1 001AQ Senior Program Analyst 001AZ Senior Program Analyst 001AS Principal Analyst 001AT Mid-Level Analyst 001AU Administrative Assistant 001AV Contract Program Manager 001AW Contract Administrator 001AW Contract Administrator 001AX Security Manager <td></td> <td></td>		
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001AG Senior Systems Analyst 001AH Junior Systems Analyst 001AJ Senior Technical Writer 001AK Junior Technical Writer 001AL Senior Technical Writer 001AL Senior Science Advisor 001AL Senior Science Advisor 001AL Senior Science Advisor 001AN Subject Matter Expert No. 3 001AP Subject Matter Expert No. 2 001AP Subject Matter Expert No. 1 001AQ Senior Program Analyst 001AR Junior Program Analyst 001AS Principal Analyst 001AT Mid-Level Analyst 001AU Administrative Assistant Training/QA Assistant Training/QA Assistant 001AW Contract Program Manager 001AW Contract Administrator 001AX Security Manager		
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001AX Security Manager		
001AY Training/QA Manager		
001AZ Senior Scientist/Engineer		
001BA Junior Scientist/Engineer 001BB Senior Systems Analyst		
0018C Junior Systems Analyst 0018D Senior Technical Writer		
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Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Numbers (CLINs) as set forth below:

(1) CLINs 0001, 0002, 0003 and Option CLINs 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003 (if exercised) shall be in accordance with Attachment 1, Statement of Work for Corporate and Scientific, Engineering, Technical and Administrative (SETA) Program Support. 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.

(2) CLIN 0004 and Option CLINs 1004, 2004, 3004 and 4004 (if exercised) shall be in accordance with Exhibit A, Contract Data Requirements List, DD 1423.

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Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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D-1 Packaging and Marking

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

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.2 46-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

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Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

The projected period of performance for this Indefinite Delivery / Indefinite Quantity (IDIQ) contract is as follows:

- (a) The period of performance for the Base Period (CLINs 0001 through 0004) shall commence on the effective date of award and continue through 12 months thereafter.
- (b) The period of performance for the Option Period 1, if exercised (CLINs 1001 through 1004) shall commence on the effective date of option exercise and continue through 12 months thereafter.
- (c) The period of performance for the Option Period 2, if exercised (CLINs 2001 through 2004) shall commence on the effective date of option exercise and continue through 12 months thereafter.
- (d) The period of performance for the Option Period 3, if exercised (CLINs 3001 through 3004) shall commence on the effective date of option exercise and continue through 12 months thereafter.
- (e) The period of performance for the Option Period 4, if exercised (CLINs 4001 through 4004) shall commence on the effective date of option exercise and continue through 12 months thereafter.

F-2 Place of Performance

Services under this contract are required to be performed primarily at the Contractor's facility and alternately at the DARPA facility, as specified in the Statement of Work, Attachment 1.

F-3 Delivery Schedule for Reports and Other Deliverables

The work and services required under the Base Period for Data (CLIN 0004) and Options for Data (CLIN 1004, 2004, 3004, and 4004) if exercised, shall be completed and delivered to the specified address in accordance with the delivery dates specified in individual task orders.

F-4 Term of Task Orders

Task Orders may be placed under CLINs 0001 through 0004 (Base Period) and CLINs 1001 through 4004 (Option Period 1 through 4, if exercised). The period of performance for each task order shall be specified in the task order and may extend beyond the contract expiration date for a maximum of 120 days. Refer to FAR Clause 52.216-22, Indefinite Quantity, in Section I.

F-5 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.

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F-6 Reporting Requirements

Tasks performed within the scope of this contract may require contract end items, technical reports, and other related reports. The data required will be specified in each task order, or otherwise identified within the task order SOW. Refer to the Statement of Work, Attachment 1, for a list of potential reporting requirements that may apply to individual task orders.

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Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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G-1 Procuring Office Representative

(a) The Procuring Office Representative is Patricia S. Matyskiela, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4686, e-mail: Patricia.Matyskiela@darpa.mil.

G-2 Electronic Submission of Payment Requests

(a) An Invoice and Receiving Report (Combo) document identified by contract number shall be submitted for payment directly via the Internet to Wide Area Workflow Receipt and Acceptance at <u>https://wawf.eb.mii</u>. The Ship To Code / Extension fields in the Invoice and Receiving Report (Combo) document should be completed using the DoDAAC of the contract administrator.

(b) The organization designated in the Ship To Code / Extension on the Invoice and Receiving Report (Combo) document shall be responsible for obtaining written or email approval for the receiving report from the Contracting Officer's Representative and accepting the receiving report in WAWF.

G-3 Delegation of Authority for Contract Administration

(a) DCMA Virginia, is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.

G-4 Contracting Officer's Representative (COR) and Task Monitor (TM)

(a) Performance of work under this contract shall be subject to the technical direction of Patrick Bailey, DARPA/ATO, 3701 N. Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-5277, e-mail: patrick.bailey@darpa.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

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

(c) The TM will be designated on authority of the Contracting Officer with a task order award to monitor and coordinate all technical aspects and assist in the administration of an individual task orders.

(d) All contacts with all agencies of the Government and interfacing with other Contractors required in the performance of this Contract will be accomplished only with the coordination of the COR and TM. The

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Contractor will receive copies of the contract and designation letters stating the responsibilities and limitations of the COR and TM.

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G-5 Payment Instructions for Multiple Accounting Classification Citations

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

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1 Contracting Officer

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

H-2 Type of Contract

(a) This is a Fixed Priced Level of Effort type contract including Cost Reimbursable line items.

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.

(b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.

H-4 Changes To Labor Categories

(a) This contract provides DARPA/STO with the support required to perform its mission and functions. The Contractor is required to provide a wide range of nonpersonal services to encompass scientific, engineering, technical, and administrative support services. "Nonprofessional" and "Professional" labor categories are provided in this contract and may be subject to the Service Contract Act. These labor categories are representative of the anticipated types of labor required to support the mission and functions of the DARPA/STO and are by no means exact or exclusive of the total support that may be required. Therefore, additions and/or revisions may be necessary.

(b) There may be changes from time to time, to include the addition of labor categories. If categories are added, the parties will negotiate the labor category(ies) prior to incorporation into the contract. Any new labor rate proposed will be calculated in the same manner as in the Contractor's original proposal submitted in response to this solicitation, using the same or lower priced loading factors and profit/fee from the original proposal at contract award.

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H-5 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any change in key personnel. Key personnel are defined as follows:

(1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;

(2) Personnel whose resumes were submitted with the proposal; or

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(3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations of individual task orders.

(b) The Contractor must demonstrate that the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of the COR that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

H-6 Task Order Instructions

Task Order Type. Firm-Fixed-Price/Level of Effort type task orders will be issued under this contract.

a. <u>Fair Opportunity Process</u>. Unless one of the exceptions at FAR 16.505(b)(2) or DFARS 216.505-70(b)(1) and 216.505-70(b)(2) applies, the Contracting Officer will announce each task order requirement via email to each ATO SETA Support contractor. Each contractor shall evaluate the opportunity and determine whether or not to submit a proposal. The announcement will include, at a minimum, the following information:

- * Task Order Number
- * Date of Announcement
- * Statement of Work (SOW) or Performance Work Statement (PWS)
- * Proposal Evaluation Criteria
- * Contracting Agency POC (Name Phone Number and Fax)
- * E-mail Address, Mailing Address or Fax Number
- * Proposal Due Date
- * Scope, including reference to applicable (contract) specifications,
- * Period of performance,
- * Place of performance, and

* Other information as appropriate to be made available for performance of the order such as, safety requirements, security requirements set forth on task specific DD Form 254, or data requirements set forth in the task order SOW.

b. <u>Fair Opportunity Exceptions</u>. One or more TOs may be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b) or DFARS 216.505-70(b)(1) and 216.505-70(b)(2), the CO will provide all awardees a "fair opportunity" to be considered for each order in excess of \$2,500, unless one of the conditions, below, applies.

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays.

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized.

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(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee. A minimum guarantee task order can be awarded at any time during the base period.

(5) A statute expressly authorizes or requires that the purchase be made from a specified source

c. Orders for Services Under Multiple Award Contracts. In accordance with DFARS 216.505-70, an order for services exceeding \$100,000 is placed on a competitive basis only if the CO --

(1) Provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award contract; and

(2) Affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.

d. <u>Selection Criteria for Awarding a Task Order</u>. The Government will evaluate proposals against established selection criteria. The Government's award decision will be based on selection criteria which addresses past performance, technical/ management approach and cost. Among other sources, evaluation of past performance may include assessments provided by Task Monitors on individual task orders performed throughout the life of this contract. In addition to past performance, technical/management approach and cost, individual task order selection criteria may include other factor(s) relevant to the particular requirement. The order of importance for the factors will be identified in each individual request for proposals.

e. Proposal Process.

(1) <u>Request for Proposals (RFP</u>). The CO will solicit proposals from all prime contractors via email. The contractors are typically allowed between 10-14 days to prepare and submit written offers (may be more depending upon the complexity of the requirement). Each RFP will indicate the proposal due date and the evaluation criteria including their relative importance.

(2) <u>Clarifications</u>. The contractors may request written clarification of requirements, evaluation criteria and proposal preparation instructions. Such requests for clarification must be sent to the CO by e-mail by the date specified in the RFP letter. To avoid compromising the fair opportunity process, only the ATO SETA Contracting Officer (or designee) may communicate verbally with the contractors concerning the RFP until after TO award. The CO will answer clarification requests by posting questions and answers in an RFP Amendment, available to all of the contractors. As a result of clarification requests, the CO will determine if any revisions to SOW requirements or evaluation criteria are required, and if necessary, issue an Amendment to the request for proposals. The CO may extend the proposal due date in the event that written clarification is not provided to the contractors in a timely manner.

(3) <u>No-Bid Replies</u>. Contractors must submit "no-bid" replies or complete technical and price/cost proposals no later than the proposal due date and time. "No-bids" must be submitted to CO either by upload or e-mail and must reference the tracking number specified in the CO's letter request for proposal.

(4) <u>Technical Proposals</u>. Written technical proposals will be streamlined, normally no more than 10 pages (depending upon the complexity of the requirement), stating compliance with or exception to SOW or PWS requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate SOW or PWS requirements. The technical proposal shall address, as a minimum:

* Technical Approach

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- * Key Personnel
- * Quantities/hours of personnel by labor categories

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- * Other Direct Costs (ODCs)
- * Risks
- * Period of Performance
- * Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI)
- * Security (including clearance level)
- * Teaming Arrangement to include subcontracting, if applicable.

(5) <u>Proposal Instructions.</u> The proposal shall identify labor categories in accordance with the Labor Rate Tables contained in Section B, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE and/or GFI required for task performance. If travel is specified in the TO statement of work, air fare and/or local mileage, per diem rates by total days, number of trips and number of contractor employees traveling shall be included in the cost proposal. Prior to incurring any long distance travel expenses, the contractor shall obtain written approval from the COR that approves approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Proposed materials costs shall, when requirements for materials are sufficiently defined by the task order statement of work, include sufficient break-out of all materials, including description, brand name, model/part number and number of units that can be verified as fair and reasonable.

(6) <u>Cost Proposals</u>. A cost proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). When competing for task order awards under the fair opportunity process, the contractor is permitted to propose discounted labor rates that are lower than those established in the Section B Labor Rate Tables. The contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed for realism to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the fixed rates in the Section B Labor Rate Tables.

f. Other Considerations.

(1) The Contracting Officer is not required to synopsize orders under this contract.

(2) The contract rates contained in Section B have been determined to be fair and reasonable based upon adequate price competition during the award of the basic contract. These contract rates shall be used by the contractor as the basis for developing proposals. However, the contractor may choose to use discounted contract rates for specific orders where the actual work requirements and the site location(s) are known or to enhance the competitiveness of its proposal.

(3) Performance based work statements shall be used where practical.

(4) Task order's may be incrementally funded under the authority of DFARS Clause 252.232-7007, Limitation of Government's Obligation.

(5) The contractor shall work in partnership with the Government to close out orders as soon as possible after they are physically complete

g. <u>Resolution of Issues</u>. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the CO, the CO reserves the right to withdraw and cancel the proposed task. In such event, the contractor shall be notified in writing of the CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

h. <u>Task Order Issuance</u>. Task orders may be issued by e-mail, regular mail or facsimile using a DD Form 1155, Order for Supplies and Services.

i. <u>Unauthorized Work</u>. The contractor is not authorized at any time to commence task order performance prior to issuance of a signed TO or other written approval provided by the CO to begin work.

j. Task Funding Restrictions. No unfunded tasks are allowed.

k. <u>Changes in Time-and-Materials (T&M) Task Orders</u>. The contractor shall provide written notification to the CO and COR prior to making changes in labor mixes on task orders already issued if the change is over 50% of the hours in any labor category over what was proposed, or if any new labor category (i.e., a category not originally proposed for the task order) is added to the task order for CO approval. The contractor shall submit a revised cost proposal to show the original amount at award, the proposed revised amount and the difference. Note – the contractor is not authorized to exceed the ceiling value of the Task Order without express prior Contracting Officer approval.

1. <u>Contract Closeout</u>. Final invoice shall be submitted within ninety (90) calendar days following the end of the Period of Performance. When the bilateral modification to closeout the specific TO is forwarded to the contractor, it shall be signed and returned to the respective CO within 10 working days of modification submittal. For specific task orders, these dates can be revised at the discretion of the CO.

m. <u>DARPA Ombudamen</u>. In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The DARPA Competition Advocate has been designated as the DARPA Ombudaman. The DARPA Ombudaman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the DARPA Ombudaman may be forwarded to:

> Scott Ulrey DARPA/CMO 3701 North Fairfax Drive Arlington, VA 22203-1714 Phone: 703-696-2434 Email: Scott.ulrey@darpa.mil

H-7 Conferences

The Contracting Officer may call a conference from time-to-time as deemed necessary to discuss any phase of performance under the Contract. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next status report for current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

H-8 Organizational Conflict Of Interest (IAW FAR 9.5)

(a) Purpose: The primary 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 venturer, consultant, or in any similar capacity.

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(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract or are directly related to this contract, for example under the same Program or Project. Furthermore, unless directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services or the products or services of another firm if the Contractor is, or has been substantially involved in their development or marketing. In addition, if the Contractor under this contract advises the Government on the preparation of, or prepares complete, or essentially complete, Statements of Work of objectives for competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statements of Work or objectives. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services.

(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 until one year after such information is 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 Contractors 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 in substance 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 when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

(d) Representations and Disclosures:

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(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.

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(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.

H-9 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 12 December 2006 are incorporated herein by reference.

H-10 Travel

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

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

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

(c) Approval of the Contracting Officer shall be obtained in advance for attendance by personnel at training courses, seminars, and other meetings not directly related to contract performance if the costs for the courses, seminars, and other meetings are charged to the contract.

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer and shall be conducted in accordance with applicable DARPA policies and procedures. 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.

H-11 Metric System

(a) The Defense Advanced Research Projects Agency (DARPA) will consider the use of the metric system in all of its activities consistent with operational, economical, technical and safety requirements.

(b) The metric system will be considered for use in all new designs. When it is deemed not to be in the best interest of the DoD to provide metric design, justification shall be provided.

(c) Physical and operational interfaces between metric items and U.S. customary items will be designed to assure that interchangeability and interoperability will not be affected.

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(d) Existing designs dimensioned in U.S. customary units will be converted to metric units only if determined to be necessary or advantageous. Unnecessary retrofit of existing systems with new metric components will be avoided where both the new metric and existing units are interchangeable and interoperable. Normally, the system of measurement in which an item is originally designed will be retained for the life of the item.

(e) During the metric transition phase hybrid metric and U.S. customary designs will be necessary and acceptable. Material components, parts, subassemblies, and semi-fabricated material, which are of adequate or when it is otherwise specifically determined to be in the best interest of the Department of Defense. Bulk materials will be specified and accepted in metric units when it is expedient or economical to do so.

(f) Technical reports, studies, and position papers, (except those pertaining to items dimensioned in U.S. customary units) will include metric units of measurement in addition to or in lieu of U.S. customary units. With respect to existing contracts, this requirement applies only if such documentation can be obtained without an increase in contract costs.

(g) Use of the dual dimensions (i.e., both metric and U.S. customary dimensions) on drawings will be avoided unless it is determined in specific instances that such usage will be beneficial. However, the use of tables on the document to translate dimensions from one system of measurement to the other is acceptable.

H-12 Consent to Subcontract

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(a) Pursuant to the clause of the General Provisions entitled "Subcontracts (AUG 1998)," FAR 52.244-2, the Contracting Officer hereby consents to the placement of subcontract(s) with the following firm(s)/consultant(s) at the ceiling amounts specified:

Those subcontractors included in the contractor's Final Proposal Revision proposal dated 12 December 2006.

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use or number of subcontractors from the level established in subparagraph 1.

H-13 Insurance Schedule

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

H-14 Interrelationships Of Contractors

The Government has entered into contractual relationships in order to obtain technical support services in the conduct of appropriate studies, analyses and engineering activities separate from the work to be performed under this SOW, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractors through the designated COR in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

See also Paragraph H entitled, NON-DISCLOSURE OF SENSITIVE, PROPRIETARY OR SOURCE SELECTION INFORMATION. Non-disclosure agreements shall be signed by Contractor employees prior to any work commencing under this contract.

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H-15 Small Business Subcontracting Plan and Goals

(a) The Contractor's Small Business Subcontracting Plan is incorporated herein and made a part of this contract.

H-16 Government Furnished Property/Facilities and Services

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(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.

Need Date OTY PROPERTY NOMENCLATURE DELIVERY TO

TO BE DETERMINED IN INDIVIDUAL TASK ORDERS

H-17 Corporate Changes

The contractor shall provide the Contracting Officer copies of all correspondence relating to the prime contractor's corporate status and major corporate revisions, such as buyouts, mergers, novation agreements, sale or dissolution, and changes in personnel policy. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible.

H-18 Purchasing System

Prime Contractor's Purchasing System. The prime Contractor shall notify the Contracting Officer, in writing, if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. Documentation required to be submitted for Contracting Officer consent shall be submitted in accordance with FAR Part 44.

H-19 RESERVED

H-20 Proprietary Technical Data and Computer Software

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

H-21 Consultants

(a) The contractor is authorized to use the following consultants to the extent indicated:

Name	No. of Hours	Rate	Total Amount

As set forth in the contractor's Final Proposal Revision dated 12 December 2006.

(b) Approval must be obtained from the Administrative Contracting Officer to increase the use of consultants from the level estimated in subparagraph (1.).

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H-22 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related

illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

H-23 Security

Task orders may be classified and may require up to a Top Secret Facility Clearance for the performance of that task area under this contract (see SOW paragraph 11 for additional requirements). The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with all security requirements contained in the Final DD Form 254 Contract Security Classification Specification attached to this contract and the terms and conditions setforth in FAR Clause 52.204-2, Security Requirements. DD Form 254 is attached to this solicitation (Section J, Attachment 3). Separate DD 254's may be issued at the task order level, as applicable, not exceeding the level of security of the basic contract requirement.

H-24 Task Option Notification Period

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In reference to FAR clause 52.217-09, the notification period identified for the basic contract is applicable to the task order option periods.

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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	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203- 8	Cancellation, Rescission, and Recovery of Funds for Illegal of	JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2005
	Transactions	
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	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data	OCT 1997
	Modifications	
52.215-13	Subcontractor Cost or Pricing Data-Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	JUL 2005
	(PRB) Other than Pensions	
52.215-19	Notification of Ownership Changes	OCT 1997
52.215 -2 1	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing DataModifications	
52.21 6- 7	Allowable Cost And Payment	DEC 2002
52.21 9-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small	SEP 2005
	Disadvantaged Business Concerns	
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans o	
•=====	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	
	Of The Victnam Era, and Other Eligible Veterans	
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	
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52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
36.661*6	Infringement	AUG 1990
52.227-12	Patent Rights-Retention By The Contractor (Long Form)	JAN 1997
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1998
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-8 52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-20	Limitation Of Cost	APR 1984
	Limitation Of Funds	APR 1984
52.232-22		
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor	OCT 2003
70 000 1	Registration	TTT 0000
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
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
52.243-1 Alt I	ChangesFixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes-Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.2 44-6	Subcontracts for Commercial Items	FEB 2006
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-	MAY 2004
	Material, or Labor-Hour Contracts) Deviation	
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability-Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate	SEP 1996
	IV	· .
52.249- 14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
	Contract-Related Felonies	
252.203-7002	Display Of DOD Hotline Poster	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	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APR 1996
	Business Subcontracting Plan (DOD Contracts)	
252.223-7004	Drug Free Work Force	SEP 1988

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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	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and CanadaSubmission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.227-7013	Rights in Technical Data-Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and	JUN 1995
	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data-Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
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

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days of contract expiration.

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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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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 <u>5</u> years.

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005) ALTERNATE I (JUN 2003)

(a) Definitions. As used in this clause-

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space

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Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k) including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

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(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

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(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

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(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Employee Class Monetary Wage-Fringe Benefits

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52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

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 <u>insert regulation name</u> (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) <u>0001</u> through <u>4004</u> are incrementally funded. For these item(s), the sum of <u>\$</u>______ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of

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anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least <u>ninety</u> days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Schedule will be specified in the individual Task Orders.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

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(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

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(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

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(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor shall not perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number)

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	STO SETA SUPPORT CDRL/DID	20	19-DEC-2006
Attachment 1	STO SETA Statement of Work	16	19-DEC-2006
Attachment 2	DoD Contract Security Classification	4	25-MAY-2006
	Specification (DD Form 254)		
Attachment 3	Wage Determination	8	7-NOV-2006
Attachment 4	Subcontracting Plan	6	12-DEC-2006



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DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA) STRATEGIC TECHNOLOGY OFFICE (STO)

CONTRACT DATA REQUIREMENTS AND DATA ITEM DESCRIPTION LIST

19 December 2006

This CDRL package is provided to establish the projected types of CDRLs required to document delivery of reports and documentation described in the Statement of Work. Individual Task Orders will specify the required CDRL deliveries

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	CONTRACT DATA REQUIREMENTS LIST (1 Data Item) ablic reporting burden for this collection of information is estimated to everage 110 hours per response, including the time for reviewing instructiona, merching existing data sources, gathering and aintaining the data needed, and completing and reviewing the collection of information. Seed comments regarding this burden, estimate or any other impact of this collection of information, including											
suggestions for reduci	ing this burden, to te of Management	Department of Defen t and Budget, Paperwo	es, Washington et: Reduction Pr	Headquarters Services, Director oject (0704-0188), Washington	rata for laft	branction and R	eports, 12 Jefferson	Devis Highway, Sube	1204, Arilag	pon VA 2	2202-	
A. CONTRACT LIN	E ITEM NO.		B. EXHUBIT		C. C	ATEOORY						
0004			A			TDP		OTHER				
D. SYSTEM/ITEM				NTRACT/PR NO.			F. CONTRACTO	1				
STO SETA S	SUPPORT											
I. DATA ITEM NO.		2. TITLE OF DAT				3. SUBTITL						
A001 Contractor's Progress, Status, and Management Report Progress Reporting												
4. AUTHORITY			J. CONTRA	CT LEPELENCE				6. REQUERING O	11121			
DI-MGMT-80227 SOW 14.2, 14.3, 14.4, 14.7, 14.13, 14.18, DARPA STO 14.19, 14.20, 14.21												
7. 170 250 RBQ	9. DET STATEMENT REQUIRED			12. DATE OF POLET SUN				14. DISTRIBUTION				
LT I. APP CODE	4	SEE	BLK 16	SEE BLK 16		4	ADDRESSEE	580	5. CO		AL	
		STE	BLK 16	SEE BLK 16		┝				Reg	Repro	
16. REMARKS	L	365	DLK 10	SEE BLA 10		STO						
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1. TTTLE			2. IDENTIFICATION							
CONTRACTOR'S PROGRESS	, STATUS AND MANAGE	MENT REPORT	DI-MGMT-8022	7						
3.1 The Contractor's Progress, Status, and Management Report indicates the progress of work and the status of the program and of the assigned tasks, and identifies existing or potential problem areas.										
4 APPROVAL DATE (YYMMDD)	5. OFFICE OF FRIMARY RESPONSIBI	LITY (OPA)	6a. DTIC REQUIRED	66. GIDEP REQUIRED						
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 7. APPLICATION/INTERELECTIONSHIP 7.1 This Data Item Description (DED) contains the format and content preparation instructions for the data product generated by the specific and discrets task requirement for this data included in the contract 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. 7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract. 										
B. APPROVAL LIMITATION		94. APPLICABLE FORMS		95. AMSC NUMBER						
				N3947						
10. PREFARATION INSTRUCTIONS 10.1 <u>Contract</u> . This data item is product. 10.2 <u>Format</u> . This report shall t sequentially numbered. All atta	oe typewritten on standard si	ze (c.g., 8 1/2" x 11") white	paper, and securely star	oled. Pages shall be						
the contractor's format and shall			• •							
a. A front cover sheet of system or program, if number of the report the name of the issuit b. Description of the pr c. Results (positive or it	system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity b. Description of the progress made against milestones during the reporting period									
	ges to the contractor's organ	ization or method of operat	ion, to the project manag	rement network, or						
to the milestone chart e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract										
			(C	ontinued on Page 2)						
11/ DISTRIBUTION STATEMENT										
DD Form 1664, MAR 89 (EF)	Previou	s editions are obsolete		Page 1 of 2						

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DI-MGMT-80227

10. Block 10, Preparation Instructions (Continued)

- f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract
- g. Cost curves, showing actual and projected conditions throughout the contract
- h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date
- i. Person-hours expended for the reporting period and cumulatively for the contract
- j. Any trips and significant results
- k Record of all significant telephone calls and any commitments made by telephone
- 1. Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs
- m. Contract schedule status
- n. Plans for activities during the following reporting period

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- o. Name and telephone number of preparer of the report
- p. Appendices for any necessary tables, references, photographs, illustrations, and charts.

(END OF DI-MGMT-80227)

DATA ITEM DESCRIPTION

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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, merching existing data sources, gathering and maintaining the data asseded, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other impact of this collection of information, including									
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1. 1771.8			2. IDENTIFICATION						
Conference Agenda			DI-ADMN-8124	9A					
3.1 The conference agenda pro	vides information concerning	r purpose, location, and sc	hedule of conferences rec	uired to manage the					
acquisition of systems equipme									
4 APPROVAL DATE (YYMMDD)	3. OFFICE OF PRIMARY RESPONSIE		6. DTIC REQUIRED	66. GIDEP REQUIRED					
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16. PREPARATION INSTRUCTIONS		L	•						
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10.1 <u>POIMAL</u> . Contractor M	ormat is acceptable,.								
10.2 Content. The agenda	a shall include the follow	ing, where applicable:							
a. The purpose and ob	jective of the conference	.							
b. The conference loci	ation, date, and duration.								
c. A daily chronologic each topic.	al listing of each major t	opic or subtopic to be c	liscussed and the time	to be devoted to					
d A list of activities to	be represented and iden	tification of their respo	nsibilitics.						
e. A list of subcommit for each subcommittee	ttees to be established du c.	ring the conference and	the proposed aactivit	y representation					
f. Reference to and bri	ief description of the resu	ilts of previous meeting	gs, when relevant.						
			(Continu	ed on Page 2)					
11. DISTRIBUTION		· · · · · · · · · · · · · · · · · · ·							
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DD Form 1664, MAR 89 (EF)	Previos	us editions are obsolete		Page 1 of 2					

DI-ADMN-81249A

10. Block 10, Preparation Instructions (Continued)

g. Location, schedule, and purpose or subject area to be covered by each subcommittee when applicable.

h. Names of the conference chairperson, co-chair, and subcommittee chairs, when applicable.

i. Information on billeting, messing, transportation, and administrative services available to conference attendees.

j. Complete list of all documentation to be available for review.

k. Brief description of progress on actions or problems identified at previous meetings, when applicable.

1. Other pertinent information such as forms to be used, identification of any deviations or waivers, security classification, and clearance requirements.

(END OF DI-ADMN-81249A)

Page 2 of 2 Pages

DATA ITEM DESCRIPTION

Form Approved OMB No. 0704 0188

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Public reporting burden for this collection of information is estimated to everage 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other impact of this collection of information, including magnetions for reducing this burden, to Washington Hendquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project 90704-0180), Washington, DC 20503.										
I. TITLE			2. IDENTIFICATION NUMB	ER						
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3. DESCRIPTION PURPOSE			I							
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 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-ADMN-81250. 										
8. APPROVAL LIMITATION		91. APPLICABLE PORMS		95. AMSC NUMBER						
				F6982						
	s ctor format is acceptable. inutes shall contain the followi	ng information:		1						
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b. The purpose	and objective of the conference	5.								
c. The conference. Location.										
d. A summary of the discussions, decisions, agreements reached, and directions of the conference or individual subcommittees thereof.										
	(Continued on Page 2)									
11/ DISTRIBUTION STATEMENT										
DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.										
DD Form 1664, APR 89 (E	F) Previou	s editions are obsolete		Page 1 of 2						

DI-ADMN-81250A

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Block 10, Preparation Instructions (Continued)

e. A list of attendees by name, rank, rate, grade or position, activity represented, activity code, and phone numbers as appropriate.

f. Action items resulting from the conference.

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10.2 <u>Content.</u> The m	inutes shall contain the follow	ing information:			
a. A title page c	containing the following:				
 (5) Title - type of meeting and date. (6) Identification of the acquisition (system, equipment, contract number) for which the meeting was held. (7) Space for signatures of the designated representatives of the contractor and acquisition activity. (8) The name of the contractor and address to which the acquisition activity should acknowledge receipt of comments. 					
b. The purpose and objective of the conference.					
c. The conference. Location.					
d. A summary of the discussions, decisions, agreements reached, and directions of the conference or individual subcommittees thereof.					
(Continued on Page 2)					
11/ DISTRUBUTION STATEMENT					
DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.					

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DD Form 1664, APR 89 (EF)

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Block 10, Preparation Instructions (Continued)

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f. Action items resulting from the conference.

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Page 2 of 2 Pages

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I. TITLE			2. IDENTIFICATION	NUMBER
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. DESCRIPTION PURPOSE				
3.1 The Technical and Man provided via delivery or	agement Work Plan describes t rder or task order.	he contractor's plan to impl	ement the Statement of	f Work (SOW) taskin
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7.2 This DID may be used	uirement as delineated in the contract which is deliver	ry order oriented.		
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	lan shall include a narrative des	<u> </u>		A6003
	ne Government of other Govern	ment contractor shall be ide	ntifi ed .	
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1. 11112		4. IDENTIFICATION NUMBER			
Site Survey Report (SSR)			DI-MISC-81381		
3. DESCRIPTION-PURPOSE		<u></u>			
	nents the findings of the cont sen conditions described by t	•			
4 APPROVAL DATE (YYMMDD)	3. OFFICE OF FRIMARY REPONSIBILITY (OF	9	6. DTRC REQUIRED	6. GENEP APPLICABLE	
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8. APPROVAL LIMETATION		94 APPLICABLE FORME		95. AMEC NUMBER F6982	
	<u> ,</u> ,			F0902	
10. PREPARATION INSTRUCTIONS 10.1 Format. Contractor format is acceptable.					
10.2 <u>Content.</u> The report shall contain the following:					
10.2.1 <u>Title page.</u> The title page shall contain the following information:					
 (9) Title. (10) Contract data requirements list data item number (11) Base name. (12) Identification of project. (13) Contract number. (14) Contractor. (15) Data 					
(Continued on Page 2)				inued on Page 2)	
DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.					

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DI-MISC-81381

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Block 10, Preparation Instructions (Continued)

10.2.2 <u>Table of contents</u>. The table of contents shall identify all paragraphs and the corresponding page number.

10.2.3 Introduction. The introduction shall contain the following information:

- a. Purpose.
- b. Location.
- c. Dates of survey.
- d. Personnel contacted.

10.2.4 <u>Results.</u> The results section shall be the main body of the report. It shall contain a complete listing of the contractor's findings. This section shall include a summary of all anticipated minor construction required, findings on cable routes, and distances, and findings on availability of existing manholes and ducts. This shall also include a list of circuits and demarcation points which have not been finalized or which require additional coordination with end users. This section shall fully document and explain any other findings concerning on-site conditions in this section.

10.2.5 <u>Conclusions and recommendations</u>. This section shall summarize the results of the survey and present conclusions. The conclusion shall also identify any discrepancies between the contract and survey results. This section shall contain any recommendations the contractor has based on the survey. Any actions required from the government by the contractor shall be noted here.

Section J, Attachment 1



DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)

STRATEGIC TECHNOLOGY OFFICE (STO)

STATEMENT OF WORK FOR CORPORATE AND SCIENTIFIC, ENGINEERING, TECHNICAL AND ADMINISTRATIVE (SETA) PROGRAM SUPPORT

19 December 2006

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5.	REQUIREMENTS FOR PERSONNEL
6.	SUPPORT KEY PERSONNEL
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7.	1. CONTRACT PROGRAM MANAGER (CPM)
7.2	
7.3	
7.4	
	QUALIFICATIONS FOR TECHNICAL, PROGRAMMATIC, FINANCIAL AND
8. ADN	QUALIFICATIONS FOR TECHNICAL, PROGRAMMATIC, FINANCIAL AND AINISTRATIVE SUPPORT PERSONNEL (STAGE TWO)
8	1. TECHNICAL SUPPORT REQUIREMENTS
	8.1.1. Senior Scientist/Engineer
	8.1.2. Junior Scientist/Engineer
	8.1.3. Senior Systems Analyst
	8.1.4. Junior Systems Analyst
	8.1.5. Senior Technical Writer
	8.1.6. Junior Technical Writer
	8.1.7. Senior Science Advisor
	8.1.8. Subject Matter Expert #3
	8.1.9. Subject Matter Expert #2
	8.1.10. Subject Matter Expert #1
	2. PROGRAMMATIC, FINANCIAL, AND ADMINISTRATIVE SUPPORT REQUIREMENTS
	8.2.1. Senior Program Analyst
	8.2.3. Principal Analyst
	8.2.4. Mid-Level Analyst
	8.2.5. Administrative Assistant
9.	SUBCONTRACTORS AND CONSULTANTS
10.	LOCATION OF PERSONNEL AND FACILITIES REQUIREMENTS
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	CONTRACT DATA REQUIREMENTS LIST (CDRL) DATA ITEM DESCRIPTIONS) REQUIRED REPORTS AND FREQUENCY	ļ

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DARPA STO SETA Support Statement of Work Attachment 1

1. Mission

The Defense Advanced Research Projects Agency (DARPA) Strategic Technology Office's (STO) researches, demonstrates, develops, and transitions technologies and systems that enable strategic military operations throughout the spectrum of conflict. Investments range from the development of enabling technologies to the demonstration of integrated prototypes, with the goal of superior cost-effective assets the military can use to respond to present and emerging threats. Technical thrusts include: 1) Space & Near-Space Sensors & Structures, 2) Strategic & Tactical Networks, 4) Information Assurance, 4) Underground Facility Detection & Characterization, 5) Chemical, Biological & Radiological Defense, 6) Maritime Operations, and 7) Small Unit Operations.

2. Background

Contracts awarded under this Request for Proposal (RFP) will occur in two stages as described herein:

2.1. Stage One

Stage One will cover the award of basic IDIQ contracts and an initial Task Order for overall contract management and the management of all subsequent Task Orders issued under the basic IDIQ contract. These basic IDIQ contracts will consist of a one year base period of performance with four one year options. The Government anticipates selecting up to five performers under this RFP and issue approximately 100 individual Program Task Orders under the contract.

2.2. Stage Two

Stage Two basic IDIQ contracts will cover the award of individual Program Task Orders, as referenced in paragraph 2.1, competed amongst successful awardees of Stage One. The focus for Stage Two will be determined upon the issuance of a RFQ and SOW for individual Program Task Orders and may include tasks such as technical support to provide technical, programmatic, financial and administrative support to assist the Program Manager in all areas of program management from inception through transition. Support for Stage Two may be provided by prime contractors, sub-contractors, consultants, and other subject matter experts.

3. Scope

The scope of this contract is to support DARPA and STO through contract management and administration, and technical, programmatic, financial and administrative tasks.

4. Description of Support

Examples of Contract Administrative and Management support tasks (Stage One) and Technical, Programmatic, Financial and Administrative support tasks (Stage Two) may include:

- 4.1. Contract Administrative and Management Support Tasks (Stage One)
 - 4.1.1. Overall management of basic IDIQ contracts and management initial Task Order, and subsequent Stage Two individual Program Task Orders
 - 4.1.2. Develop and implement a management plan to ensure Stage Two personnel possess the required knowledge, skills, and abilities to perform assigned tasks
 - 4.1.3. Assemble and maintain a team of personnel to provide contract management and oversight, including management of individual Program Task Orders and management of sub-contracts and consulting agreements

- 4.1.4. Develop and implement a training plan for Stage Two personnel to ensure they possess current knowledge, skills and abilities to perform routine assigned tasks
- 4.1.5. Provide dedicated security support to ensure facilities, security clearances, and documentation are in compliance with Government requirements
- 4.1.6. Consistently monitor and measure performance to ensure superior quality support is provided and identify methods of self assessment
- 4.1.7. Maintenance of appropriate facilities to support STO
- 4.1.8. Prepare and reconcile required reports and submit to STO

4.2. Technical Support Tasks (Stage Two)

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These tasks fall into two major categories of support to be provided to the program manager. (Note: These are examples only, specific requirements will be defined upon issuance of individual Program Task Orders). Examples of Technical, Programmatic, Financial, and Administrative tasks associated with this type of support are:

- 4.2.1. Strategic planning and technical analysis for program formulation
- 4.2.2. Develop and research new ideas for formulation of new programs and seedlings
- 4.2.3. Provide research expertise and program support of Government activities with regard to procurements, schedules (technical and administrative), technical risk, user impact, and technology transfer efforts
- 4.2.4. Provide in-depth expertise in the assessment of proposals to determine the technical merit of proposal objectives and methodologies
- 4.2.5. Maintain understanding and working relationship with Program Managers, Government agents, performing contractors, and technical community to review and document technical progress at program reviews and to track milestones, funding profiles, and deliverables for ongoing efforts
- 4.2.6. Support the activities of on-going and future work and be familiar with the interaction of the technology program with the respective community at large
- 4.2.7. Identify and translate user requirements into specific technology research and development objectives, illustrating benefits of applying technology to military equipments users and developers,
- 4.2.8. Identify Defense and commercial utility of new products and technology developments
- 4.2.9. Develop and provide program progress reports and briefing materials
- 4.2.10. Conduct benefit analyses
- 4.2.11. Program assessments and coordination
- 4.3. Programmatic, Financial, and Administrative Support Tasks
 - 4.3.1. Strategic planning, with development of technical, financial, and programmatic materials necessary to assist the STO PM in execution of programs
 - 4.3.2. Preparation, drafting, and coordination of a Source Selection Plan

- 4.3.3. Preparation, organization, and execution of a Proposer's Day Conference or Workshop
- 4.3.4. Receipt, tracking, and processing of proposals for source selection activities
- 4.3.5. Planning and organizing of a Source Selection Evaluation Board
- 4.3.6. Preparation of Source Selection Documentation, including the Source Selection Authority Memorandum, Consensus Documents, Memorandum to the Contracting Officer's and Technical Analyses
- 4.3.7. Preparation and draft of Memorandum of Agreements (MOA)
- 4.3.8. Preparation of program documentation (including Program Approval Document (PAD) and QUAD Charts)
- 4.3.9. Preparation for and support of program kick-off.
- 4.3.10. Preparation, creation, and coordination of ARPA Orders/Program Guidance to support the program
- 4.3.11. Planning, organization, and execution of Quarterly In-Progress Reviews (IPR)
- 4.3.12. Performing financial management tasks such as monitoring obligation and expenditure rates for each contract, and developing and maintaining Phase/Expenditure Plans
- 4.3.13. Receiving obligation documentation and invoices and insuring data is posted timely to appropriate accounting systems
- 4.3.14. Preparation, maintenance, and tracking to execute program baseline and re-baseline analyses and assessments to include program plans, work breakdown structures, milestone schedules, cost and other documentation to assess necessary actions to assure programs are in technical, schedule and cost compliance
- 4.3.15. Preparation, maintenance and tracking support to execute cost and performance analyses and management reporting procedures to report the status of contracted effort
- 4.3.16. Preparation, maintenance, and tracking support to execute financial management, including drafting, documenting, and processing procurement requests (and other related documents) and working with others to gather and compile documentation and required materials to support program execution oversight and monitoring of funding
- 4.3.17. Planning, arranging, and hosting of Program Manager sponsored meetings and conferences
- 4.3.18. Material/logistical support at meetings and conferences
- 4.3.19. Support to create briefing or presentations
- 4.3.20. Preparation and maintenance of files for each contract including official correspondence, contracts, statement of work, original proposal and any subsequent modifications, official guidance, invoices, and all reports or deliverables
- 4.3.21. Preparation and maintenance of files to include all relevant Program Objective Memorandum (POM,) initiatives, Research and Development Descriptive Summaries (RDDS), and other program presentations

4.3.22. Establish and maintain Program Manager schedules

- 4.3.23. Prepare, review, produce and finalize correspondence and briefing materials to include copying and binding of briefings and reports
- 4.3.24. Comprehensive archive management, including compilation, retention, logging, indexing, retrieval and storage of correspondence, presentation and financial files including briefings, final reports, technical papers and other documents
- 4.3.25. Assistance with internet research and web pages
- 4.3.26. Assist in preparing, updating, and tracking program plans consistent with STO PM guidance and STO procedures
- 4.3.27. Assist the PM in strategic planning of budgetary and schedule trade-offs/variance analysis during the source selection process as well as the life cycle of the program
- 4.3.28. Assist in preparing program briefs and other program documentation
- 4.3.29. Internal process controls

5. Requirements for Personnel

The Government desires superiorly qualified personnel to accomplish the requirements described in the section titled "Description of Tasks, Support Personnel". The Government anticipates, at a minimum, the following Key personnel will be required to provide support (NOTE: This is for Stage One only):

- 5.1. Contract Program Manager (up to 1 FTE)
- 5.2. Contract Administrator (up to 1 FTE)
- 5.3. Security Manager (up to 1 FTE)
- 5.4. Training/Quality Assurance Manager (up to 1 FTE)

6. Support Key Personnel

The contractor may propose any other positions fitting within the scope of the contract. At minimum, by task area, Contract Management support key personnel will include:

- 6.1. Overall contract management, including management and administration of SETA contract, personnel and overall effort, to include subcontractors and consultants: One Contract Program Manager
- 6.2. Overall contract administrative and financial support: One Contract Administrator
- 6.3. Overall security support and oversight to STO PM's and Government security manager: One Security Manager
- 6.4. Overall responsibility for development and execution of training and quality assurance plans for Stage Two contract personnel to ensure consistent high quality support and products are provided to STO PMs. One Training/Quality Assurance Manager

7. Qualifications for Contract Management and Management Support Key Personnel (Stage One) The Contractor will ensure that, at minimum, appointed Key Personnel possess the following education and/or experience requirements:

7.1. Contract Program Manager (CPM)

- 7.1.1. Experience. This senior level contract program manager will be in charge of the overall management of Basic IDIQ Contract, Management Initial Task Order, and all subsequent Stage Two Individual Program Task Orders. This person will develop, implement and continuously execute effective plans for overall contract management, contract administration, security and training/quality assurance. The CPM must be capable of planning, directing and coordinating the work activity of all personnel involved in all aspects of the contract and to integrate problem resolution in the ongoing work without loss of fiscal integrity and work force efficiency. Demonstrated work experience in collateral, special access and intelligence programs is desired for any support provided to STO classified programs. Experience working in DoD is desirable, within a DoD research and development organization is more desirable, and within DARPA is most desirable. A minimum of ten years of experience as a contract program manager providing support cutting edge research and development programs is required. The ten years experience must include managing fiscal and personnel resources similar to those listed in the SOW. At least five years of this experience must be in managing personnel with Government contracts with comparable projects or activities in size and complexity to the STO Contract Program Manager SETA contract effort.
- 7.1.2. Education. Requires a Master's degree in a relevant technical or business field. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.
- 7.2. Contract Administrator

- 7.2.1. Experience. This senior level contract administer must have demonstrated experience in all aspects of contract administration to include negotiation and administration of SETA contracts from cradle-to-grave, preparation of cost/business management proposals and statements of work, preparation and reconciliation of contract fund status reports, including payments, contractual changes, and other administrative actions affecting operations and financial position. Experience working in DoD is desirable, within a DoD research and development organization is more desirable, and within DARPA is most desirable. A minimum of five years experience working directly in contract administration is required.
- 7.2.2. Education. A Bachelors Degree, in a relevant field. DAWIA Level II or III Certification or industry equivalent is highly desirable. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.
- 7.3. Security Manager
 - 7.3.1. Experience. This senior level security manager must have demonstrated experience in all aspects of security administration to include physical security, personnel security, AIS, OPSEC, SAP and SCI security and in establishing/constructing a SCIF/SAPF. This person must have experience in creating system security and test plans, qualifying and indoctrinating personnel into new programs, and creating Security Classification Guides. This person must possess and maintain a TS/SCI clearance based on a current five year SSBI. Experience working in DoD is desirable, within a DoD research and development organization is more desirable, and within DARPA is most desirable. A minimum of five years experience working directly in a security field is required.
 - 7.3.2. Education. Requires a Bachelor's degree in a relevant field. Facility Security, Contract Program Security and Contract Special Security certification is highly desirable. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.
- 7.4. Training/Quality Assurance Manager

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- 7.4.1. Experience. This senior level training/quality assurance manager must have demonstrated experience in orienting and providing training to personnel on a continuous basis for all tasks related to those identified within this SOW. This person must have experience in developing metrics used to monitor and measure training effectiveness, resultant reporting and a capability to remedy deficiencies. Experience working in DoD is desirable, within a DoD research and development organization is more desirable, and within DARPA is most desirable. A minimum of five years experience in a training/quality assurance or auditing position is desired.
- 7.4.2. Education. A Bachelors Degree, in a relevant field. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8. Qualifications for Technical, Programmatic, Financial and Administrative Support Personnel (Stage Two)

8.1. Technical support requirements.

Specific requirements for technical support will be defined at the time of issuance of Individual Program Task Orders and may include, but are not limited to:

8.1.1. Senior Scientist/Engineer

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Experience: At least seven years at progressively more difficult levels in planning and developing technical projects of a research and development (R&D) nature, concerned with unique or controversial problems which have an important effect on major Department of Defense programs. Demonstrated skill in conceiving, planning and conducting research in problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Demonstrated ability to make decisions independently on research and development (R&D) engineering problems and methods, and to resolve important questions and to plan and coordinate work. Demonstrated experience in the use of advanced techniques, theories, precepts, and practices in one or more technical areas, such as those presented in paragraph 4.2.1 of the Statement of Work, is desired. At least five years extensive experience, background and knowledge of one or more DARPA programs are highly desirable.

Education: Masters of Science or Art degree in Physics, Chemistry, Math or Engineering. (Published articles in Field of Expertise is highly desirable.) At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.2. Junior Scientist/Engineer

Experience: At least five years experience in technology assessment for military systems applications, with a basic understanding of the technologies associated with the technical areas discussed in paragraph 4.2.1 of the Statement of Work. Demonstrated experience must include (1) the analysis of military systems benefits derived from advanced component technologies, and (2) the ability to develop and present technology and system analyses in a form that is readily understood by both technology developers and technology users. At least one year experience working with DARPA Program Managers is highly desirable.

Education: Bachelor of Science or Art degree in Physics, Chemistry, Math, or Engineering. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.3. Senior Systems Analyst

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Experience: At least seven years experience in military systems analysis, with a broad understanding of national security issues. Demonstrated experience must include (1) the analysis of military systems benefits derived from advanced technologies such as those listed in paragraph 4.2.1 of the Statement of Work; (2) skill and efficiency in developing and executing analysis methodologies as appropriate for unique situations with minimal reliance on complicated war games, and (3) the ability to work effectively with technology developers and technology users to facilitate technology transfer. At least five years experience, background and knowledge of one or more of the DARPA programs is highly desirable. At least three years experience working with DARPA Program Managers is highly desirable.

Education: Masters of Science or Art degree in Physics, Chemistry, Math or Engineering. (Published articles in Field of Expertise is highly desirable.) At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.4. Junior Systems Analyst

Experience: At least two years experience in a technical program support environment including responsibility for program analysis. Demonstrated experience must include computer-related analysis, including (1) design and development of automated data processing and software tools to support complex program management requirements (including but not limited to Microsoft Word, Excel, and Power Point), and (2) analysis and preparation of high-qualify computer-generated documents and graphics for technical programs. Individual must have demonstrated the ability to work independently in a technical program support environment. Demonstration of these attributes in Research and Development (R&D) in one or more technical area such as those presented in paragraph 4.2.1 of the Statement of Work is preferred. At least one year experience, background and knowledge of one or more DARPA programs is highly desirable.

Education: At least a Bachelor of Science or Art degree in Physics, Chemistry, Math, Engineering or Computer Science. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.5. Senior Technical Writer

Experience: At least four years experience in analyzing and preparing documentation, writing, editing, and interpreting technical documentation standards and preparing documentation accordingly. At least three years experience, background and knowledge of one or more DARPA Programs is highly desirable. At least two years experience working with DARPA Program Managers is highly desirable.

Education: A Bachelor of Science or Art degree. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.6. Junior Technical Writer

Experience: At least two years experience in analyzing and preparing documentation, writing, editing, and interpreting technical documentation standards and preparing documentation for both technical and lay audiences. At least two years experience, background and knowledge of one or more of the programs delineated in paragraph 4.2.1 of the Statement of Work are highly desirable. At least one year experience working with DARPA Program Managers is highly desirable.

Education: A Bachelor of Science or Art degree. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.7. Senior Science Advisor

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Experience: At least five years experience in technical, scientific, or managerial fields providing problem definition, analysis, requirements development and implementation for complex to extremely complex technologies or technological systems. Demonstrated skill in conceiving, planning and conducting research and analysis in difficult technological problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Individual will have demonstrated ability to make decisions independently on research and development (R&D) engineering problems and methods, in resolving important questions, and planning and coordinating work. Individual will have demonstrated experience in the use of advanced techniques, theories, precepts, and practices in a scientific or technological discipline. Demonstration of all these attributes in R&D in one or more technical areas such as those presented in paragraph 4.2.1 of the Statement of Work is preferred. At least five years extensive experience, background and knowledge of one or more DARPA program Managers is highly desirable.

Education: Bachelor of Science or Art degree in a scientific or technological discipline. Master's Degree or Ph.D in a scientific or technological discipline is preferred. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.1.8. Subject Matter Expert #3

Experience: At least twenty years experience in technical or scientific fields and have expert credentials or be recognized as an authority. The individual will have demonstrated skills in conceiving, planning and conducting research and analysis in difficult technological problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Demonstration of all these attributes in R&D in one or more technical areas such as those presented in paragraph 4.2.1 of the Statement of Work is preferred. At least twenty years extensive experience, background and knowledge of one or more DARPA programs is highly desirable. At least five years experience working with DARPA Program Managers is highly desirable.

Education: Ph.D in a scientific or technological discipline is required.

8.1.9. Subject Matter Expert #2

Experience: At least ten years experience in technical or scientific fields and have expert credentials or be recognized as an authority. The individual will have demonstrated skills in conceiving, planning and conducting research and analysis in difficult technological problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Demonstration of all these attributes in R&D in one or more technical areas such as those presented in paragraph 4.2.1 of the Statement of Work is preferred. At least ten years extensive experience, background and knowledge of DARPA programs is highly desirable. At least five years experience working with DARPA Program Managers is highly desirable.

Education: Master's Degree or Ph.D in a scientific or technological discipline. Ph.D in a scientific or technological discipline is preferred.

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8.1.10. Subject Matter Expert #1

Experience: At least ten years developing and applying advanced methods, theories and research techniques in support of a complex concept, planning, and/or design or implementation problem. Recognized for achievements and/or technical expertise in subject matter.

Education: At least a Bachelor of Science or Art degree. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.2. Programmatic, Financial, and Administrative support requirements Specific requirements for programmatic/financial/administrative support will be defined at the time of issuance of RFO for Individual Program Task Orders and may include, but are not limited to:

8.2.1. Senior Program Analyst

Experience: At least five years of experience in DoD, preferably R&D. Demonstrated creativity, foresight, and mature judgment in anticipating and solving problems in financial, administrative, and program management. Demonstrated experience in organizing and facilitating small meetings. Experience in tracking technical and financial milestones. Experience in creating and coordinating budget and acquisition funding documents. Requires knowledge/competence in analysis using modern PC computer techniques, systems, and tools. At least two years experience working with DARPA is highly desirable.

Education: Bachelor of Science or Art degree or five years of experience in DoD. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.2.2. Junior Program Analyst

Experience: At least three years of experience in DoD, preferably R&D. Demonstrated creativity, foresight, and mature judgment in anticipating and solving problems in financial, administrative, and program management. Demonstrated experience in organizing and facilitating small meetings. Experience in tracking technical and financial milestones. Experience in creating and coordinating budget and acquisition funding documents. Requires knowledge/competence in analysis using modern PC computer techniques, systems, and tools.

Education: At least a Bachelor of Science or Art degree or three years of experience. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.2.3. Principal Analyst

Experience Requirements/Duties: This position acts as a principal lead on analytical, consulting, or assessment processes in support of technical, business, and administrative goals of the program and directs a technical team in performance of complex tasks. At least ten (10) years of technical management and/or analysis experience in the management, direction and performance of complex technical projects; five years of which were spent managing a team of personnel performing complex technical projects is required. At least three years experience working with DARPA Program Managers is highly desirable.

Education Requirements: At least a Bachelor of Science or Art degree with some management coursework preferred. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.2.4. Mid-Level Analyst

Experience: At least four years of experience in DoD, preferably in an R&D environment. Demonstrated creativity, foresight, and mature judgment in anticipating and solving problems in financial, administrative and program management. Demonstrated experience in organizing small meetings. Experience in tracking technical and financial milestones. Requires knowledge/competence in web-based research as well as analysis using modern PC computer techniques, systems, and tools. At least 1 year experience working with DARPA is highly desirable.

Education: At least a Bachelor of Science or Art degree or 4 years of experience. At the discretion of the Government, specialized experience may be substituted in lieu of specific educational requirements.

8.2.5. Administrative Assistant

Experience: At least three years with progressive responsibility in organizing reports, etc.; providing assistance in tracking contract deliverables and organizing meetings; and taking notes of minutes; and providing administrative assistance to all members of a technical team as required. Must have good rapport at dealing with the public. Demonstrated experience must include at least two years creating, compiling, and editing computer-generated documentation including technical text and graphics. Strong spelling and grammar skills and ability to put documents in proper format is required. At least one year experience working with DARPA Program Managers is highly desirable.

Education: At least a High School Diploma or GED.

9. Subcontractors and Consultants

As requested by the PM or COR, with final approval of the Contracting Officer, the Contractor may subcontract other contractors or subject matter experts and consultants to execute programs. In the event subcontractors and/or consultants are utilized, the Contractor will be fully responsible for their performance and cost reporting. A report on subcontractor and consultant performance will be included as part of the monthly status report. The Contractor shall ensure these personnel have the appropriate level of security clearance.

10. Location of Personnel and Facilities Requirements

- 10.1 Contract Administrative and Management Support (Stage One)
 - 10.1.1. Stage One Initial Task Order management personnel must be located within a 15 minute walking distance from the Defense Advanced Research Projects Agency, 3701 N. Fairfax Drive, Arlington, Virginia in order to provide quick response and close coordination between the Contractor, Contracting Officer Representative, Program Manager (s) and other DARPA personnel. It is highly desirable that all personnel be collocated.
 - 10.1.2. Facilities must be able to host meetings of 30 people or more at a variety of security levels, in accordance with security requirements identified in Section 11.
 - 10.2. Technical, Programmatic, Financial and Administrative Support (Stage Two)
 - 10.2.1. Specific personnel locations for those resultant Stage Two individual Program Task Orders will be determined upon issuance of each order.

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10.2.2. Additional requirements, such as accredited facilities for the processing and storage of classified material may be required at the time of issuance of a RFQ for individual Program Task Orders.

11. Security Requirements

The Contractor shall develop and maintain a comprehensive security plan to protect classified and sensitive materials associated with Statement of Work tasks herein. The Contractor should be capable of housing a SAPF and/or SCIF in accordance with DCID 6/3 and 6/9 standards. As a minimum, the Security Manager requires a final TOP SECRET/SCI clearance with a current five year SSBI. All other key personnel require a final SECRET clearance with a current five year NLC investigation. Individual Task Orders will specify further requirements, as needed. The Contractor shall comply with all security requirements contained in the DD Form 254 Contract Security Classification Specification of this contract and the terms and conditions set forth in the Security Requirements clause of FAR 52.204-02 incorporated by reference in this contract and any other Special Security Provisions contained in the contract or individual Program Task Order.

12. Government Furnished Property Equipment

12.1. Stage One GFE

If required, Government furnished property and equipment information should be identified by the contractor in response to RFQ's for the basic IDIQ contract. The Contractor shall identify the need for any DARPA badges, computer accounts/equipment, and other related items in their proposal.

12.2. Stage Two GFE

If required, Government furnished property and equipment information should be identified by the contractor in response to RFQ's for individual Program Task Orders. The Contractor shall identify the need for any DARPA badges, computer accounts/equipment, and other related items in the proposals to the issuance of RFQ's for individual Program Task Orders.

13. Procedures for placing Individual Program Task Orders

To the fullest extent possible, the Government will compete all individual Task Orders. However, the Government reserves the right to remove orders from competitive status when one or more of the conditions outlined in Section H-10 exists.

14. Contract Data Requirements List (CDRL) Data Item Descriptions (DIDs) Required Reports and Frequency

Tasks performed within the scope of this contract shall require contract end items, scientific, research, management and technical reports. The data required for each program will be specified in each Individual Program Task Order. Examples of the CDRLS, DIDs, Required Reports and Frequency shall include, but are not limited to:

14.1. Monthly meeting with Contracting Officer Representative (may include Program Manager or others). (CDRL A003)

14.2. Monthly Accomplishment Report via Technical Financial Information Management System (TFIMS). (CDRL A001)

14.3. Monthly/Cumulative Contractor Status Report, including invoices, will be submitted via TFIMS for each individual Task Order, including the initial Management Task Order. This report will include subcontractors, consultants and all other personnel associated with the contract. (CDRL A001)

14.4. Final Accomplishment/Cost Report at the end of the period of performance will be submitted via TFIMS.

(CDRL A001, A005)

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14.5. Monthly Invoices via TFIMS. (TFIMS format; no associated CDRL)

14.6. Monthly Government Equipment Report will be submitted to STO via TFIMS. (TFIMS format; no associated CDRL)

14.7. Monthly STO SETA Personnel Report, per individual Task Order including the initial management Task Order, will be submitted to STO via TFIMS. (CDRL A001)

14.8. Conference Minutes via TFIMS. (CDRL A004)

14.9. Conference Agendas via TFIMS. (CDRL A003)

14.10. Conference Report via TFIMS. (CDRL A004)

14.11. Presentation Material via TFIMS. (CDRL A002)

14.12. Site Survey Report via TFIMS. (CDRL A007)

14.13. Contractor's Progress, Status and Management Report via TFIMS. (CDRL A001)

14.14. Scientific and Technical Reports via TFIMS. (CDRL A005)

14.15. Technical Data Package via TFIMS. (CDRL A005)

14.16. Technical Information Report via TFIMS. (CDRL A005)

14.17. Technical Report - Study/Services via TFIMS. (CDRL A005)

14.18. Contract Work Breakdown Structure Report via TFIMS. (CDRL A001)

14.19. Contract Summary Report via TFIMS (CDRL A001)

14.20. Monthly, quarterly and/or final technical program reports, as specified per individual Task Order, via TFIMS. (CDRL A001, A005)

14.21. Any other report as required by the Program Manager, Contracting Officer, or Contracting Officer Representative. (CDRL A001-7)

DD FORM 254 FOUR PAGES WITHHELD FOIA EXEMPTION (b)(2)

Attachment 3 - DOL Wage Deter 05-2104.txt 05-2104 DC.DISTRICT-WIDE WAGE DETERMINATION NO: 05-2104 REV (03) AREA: DC.DISTRICT-WIDE HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:05-2103 U.S. DEPARTMENT OF LABOR REGISTER OF WAGE DETERMINATIONS UNDER EMPLOYMENT STANDARDS ADMINISTRATION THE SERVICE CONTRACT ACT By direction of the Secretary of Labor WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2104 **Division of** William W.Gross Revision No.: 3 Wage Determinations Date Of Revision: 11/07/2006 Director States: District of Columbia, Maryland, Virginia Area: District of Columbia Statewide Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford **Fringe Benefits Required Follow the Occupational Listing** OCCUPATION CODE - TITLE MINIMUM WAGE RATE 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 13.79 15.49 17.32 01012 - Accounting Clerk II 01013 - Accounting Clerk III 01020 - Administrative Assistant 01040 - Court Reporter 21.45 17.49 01051 - Data Entry Operator I 01052 - Data Entry Operator II 12.67 13.82 01060 - Dispatcher, Motor Vehicle 16.50 01070 - Document Preparation Clerk 12.75 01090 - Duplicating Machine Operator 12.75 01111 - General Clerk I 01112 - General Clerk II 01113 - General Clerk III 13.72 18.74 01120 - Housing Referral Assistant 20.84 01141 - Messenger Courier 01191 - Order Člerk I 10.23 14.74 01192 - Order Clerk II 16.29 01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II 01263 - Personnel Assistant (Employment) II 01270 - Production Control Clerk 15.45 17.49 20.84 20.78 01280 - Receptionist 12.29 01290 - Rental Clerk 15.45 01300 - Scheduler, Maintenance 01311 - Secretary I 15.45 16.11 01312 - Secretary II 01313 - Secretary III 17.61 20.84 01320 - Service Order Dispatcher 15.82 01410 - Supply Technician 01420 - Survey Worker 01531 - Travel Clerk I 21.45 17.49

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Attachment 3 - DOL Wage Deter 05-2104.txt	
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	24.40
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician 05040 - Automotive Glass Installer	19.43
	18.31
05070 - Automotive Worker 05110 - Mobile Equipment Servicer	18.31 15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - waiter/waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	10.05
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05 13.85
09090 - Furniture Refinisher Helper 09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	10.03
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11122 - Housekeeping Aide 11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 – Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant 12020 - Dental Assistant	19.99
12025 - Dental Hygienist	16.90 40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical_Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
Page 2	

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Attachment 3 - DOL Wage Deter 05-2104.txt	14.00
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 – Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17 19
13073 - Photographer III	17.18 21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13075 – Photographer V 13110 – Video Teleconference Technician	15.99
1400 - Theorem Technology Occupations	T3 • 23
14000 - Information Technology Occupations	18 48
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	23.02
Page 3	

Attachment 3 - DOL Wage Deter 05-2104.txt 21.70 26.54 17.31 15090 - Technical Instructor 15095 - Technical Instructor/Course Developer 15110 - Test Proctor 15120 - Tutor 17.31 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations 16010 - Assembler 8.71 16030 - Counter Attendant 8.71 16030 - Counter Attendant 16040 - Dry Cleaner 16070 - Finisher, Flatwork, Machine 16090 - Presser, Hand 16110 - Presser, Machine, Drycleaning 16130 - Presser, Machine, Shirts 16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Seming Machine Operator 11.10 8.71 8.71 8.71 8.71 8.71 16190 - Sewing Machine Operator 11.90 16220 - Tailor 12.63 16250 - Washer, Machine 9.44 16250 - Washer, Machine 19000 - Machine Tool Operation And Repair Occupations 19010 - Machine-Tool Operator (Tool Room) 19040 - Tool And Die Maker 21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator 21030 - Material Coordinator 21040 - Material Expediter 21050 - Material Handling Laborer 21050 - Material Handling Laborer 21071 - Order Filler 21080 - Production Line Worker (Food Processing) 18.95 23.05 16.25 20.54 20.54 12.65 13.21 21080 - Production Line Worker (Food Processing) 16.25 21110 - Shipping Packer 21130 - Shipping/Receiving Clerk 14.46 14.46 9.96 21140 - Store Worker I 21150 - Stock Clerk 14.35 . 21210 - Tools And Parts Attendant 16.99 21410 - Warehouse Specialist 16.25 23000 - Mechanics And Maintenance And Repair Occupations 23.35 22.24 23.35 23010 - Aerospace Structural Welder 23021 - Aircraft Mechanic I 23022 - Aircraft Mechanic II 23023 - Aircraft Mechanic III 23040 - Aircraft Mechanic Helper 24.52 15.10 23040 - Aircraft Mechanic Heipe 23050 - Aircraft, Painter 23060 - Aircraft Servicer 23080 - Aircraft Worker 23110 - Appliance Mechanic 23120 - Bicycle Repairer 23125 - Cable Splicer 21.29 17.82 18.09 20.60 14.43 24.77 23125 - Cable Spincer 23130 - Carpenter, Maintenance 23140 - Carpet Layer 23160 - Electrician, Maintenance 23181 - Electronics Technician Maintenance I 23182 - Electronics Technician Maintenance II 23183 - Electronics Technician Maintenance III 23260 - Eabric Worker 20.36 18.70 24.85 21.36 22.80 24.02 23260 - Fabric Worker 23290 - Fire Alarm System Mechanic 23310 - Fire Extinguisher Repairer 17.90 21.46 16.50 23311 - Fuel Distribution System Mechanic 22.81 23312 - Fuel Distribution System Operator 19.38 23370 - General Maintenance Worker 19.01 23380 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer 23382 - Ground Support Equipment Worker 22.24 17.82 18.09 23391 - Gunsmith I 16.50 19.18 23392 - Gunsmith II 23393 - Gunsmith III 21.46 23410 - Heating, Ventilation And Air-Conditioning Mechanic 20.99 Page 4

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Attachment 3 - DOL Wage Deter 05-2104.txt 23411 - Heating, Ventilation And Air Contditioning Mechanic (Resea	rch Facility)
22.12	-
23430 - Heavy Equipment Mechanic	21.46
23440 – Heavy Equipment Operator 23460 – Instrument Mechanic	21.46 21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46 21.52
23550 - Machinist, Maintenance 23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 – Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer 23760 - Painter, Maintenance	20.36
23790 - Pipefitter. Maintenance	20.36 22.76
23790 - Pipefitter, Maintenance 23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic 23890 - Sheet-Metal Worker, Maintenance	19.18 21.46
23910 - Small Engine Mechanic	20.05
23931 – Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance 23965 - Well Driller	21.46 21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant 24580 - Child Care Center Clerk	11.58 16.15
24610 - Chore Aide	16.15 9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24530 - Homemaker	16.75
25000 - Plant And System Operations Occupations	24.00
25010 - Boiler Tender 25040 - Sewage Plant Operator	24.06 20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	20.08
27000 - Protective Service Occupations 27004 - Alarm Monitor	17 10
27009 - Alarm Monitor 27007 - Raddade Inspector	17.19 11.51
27007 - Baggage Inspector 27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler 27040 - Detention Officer	16.67
27040 - Decention Officer 27070 - Firefighter	18.75 21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations 28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	12.35
28043 - Carnival Equpment Worker	8.40
28210 - Gate Attendant/Gate Tender	8.40 12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant	14.18
20010 - RECREATION ATUE/REATION FACILITY ATTENDANT	10.35

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Attachment 3 - DOL wage Deter 05-2104.txt	
28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HEO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 – Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
	20.03
30361 - Paralegal/Legal Assistant I 30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
20203 - Falaicyal/Leyal Assistant III 20264 - Denelanal/Lenal Assistant TV	36.73
30364 - Paralegal/Legal Assistant IV	24.62
30390 - Photo-Optics Technician 30461 - Technical Writer I	20.25
30462 - Technical Writer II	20.23
30463 - Technical Writer II	29.97
20401 - Uneveloded Ordenance (UVO) Technician T	29.97
30491 – Unexploded Ordnance (UXO) Technician I 30492 – Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Ubevploded (UV) Safaty Escort	21.49
30494 - Unexploded (UXO) Safety Escort 30495 - Unexploded (UXO) Sweep Personnel	21.49
2073 - Westher Observer Combined Unner Air Or Surface Programs	(3) 20.13
30521 - Weather Observer, combar (3)	21.80
30620 - Weather Observer, Combined Upper Air Or Surface Programs 30621 - Weather Observer, Senior (3) 31000 - Transportation/Mobile Equipment Operation Occupations	21.00
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 – Truckdriver, Edgit	17.09
31363 – Truckdriver, Heavy	18.40
31364 – Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	70.40
99000 - Miscellaneous Occupacions 99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
Page 6	TA'01
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Attachment 3 - DOL Wage Deter 05-2104.txt 99310 - Mortician 99410 - Pest Controller 99510 - Photofinishing Worker 99710 - Recycling Laborer 90711 - Recycling Laborer	27.25 13.74 11.29 14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Alde	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This Page 7

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includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

Attachment 3 - DOL Wage Deter 05-2104.txt

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) when preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

13. Small Disadvantaged Businesses & Small Business Subcontracting Plan

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Solers has teamed with Small Disadvantaged Businesses XtremeConcepts Systems and Brillient Corporation for this proposal and anticipates active participation from these small disadvantaged businesses under Task Two of the contract.

XtremeConcepts Systems offers the latest technology in Automated Digital Signage Solution & Digital Content Info-Channel Creation. The company provided superior support to DARPA ATO during DARPATECH 2005.

Brillient Corporation is a consulting firm which provides MOBIS and IT consulting services to Government and commercial clients. Brillient's success lies in its proven ability to quickly find and recruit the right talent needed for its projects. Brillient works with such companies as Verizon, Azure, Accenture and is also working on potential Government opportunities at Social Security Administration (IT – customer analytics and segmentation), DOE (IT) and Smithsonian (MOBIS).

Solers looks forward to identifying other highly qualified small disadvantaged businesses throughout the life of this IDIQ contract.

Subcontracting Plan

Solers, Inc. is responding to Public Law 95-507 and the Federal Acquisition Regulation (FAR) concerning specific Subcontracting Plan requirements.

SOLERS is submitting this Subcontracting Plan to the Contracting Officer for Solicitation HR001106-R-0002.

1. Introduction

SOLERS and its subcontractors are committed to the adherence of Public Law 95-507 and FAR Part 19.7. For most of our contracts SOLERS is considered a small business so we understand the inherent value which small business brings to the federal contracting market.

2. Type of Plan

This is an Individual Plan where all elements were developed specifically for this contract.

3. Goals

The subcontract goals listed herein are estimates, not guarantees. SOLERS will make best efforts to exceed these goals whenever possible.

Small Business	25%
Small Disadv. Business	5%
Woman-Owned SB	5%
Veteran-Owned SB	3%
Service-Disabled SB	3%
HUBZone SB	3%

4. Planned Subcontracting Products and Services by Business Name and Size

In the second	and the second second	and the second secon	e de la contra constan	and a construction of the second		
Advanced						
Avionics Inc.	SB	x		X		1 1
Alion	LB	x	x		x	{ }
Brillient	SDB	1	X		x	} }
Centurum	LB		х	x	x	x
Mandex	LB	x	X	x	x	x
Multisensor	1			I .		\$ {
Science	SB	x	x		x	X X
ITS-Noesis	LB	x		x		x
Sage Solutions	1					!!!
Group	WOSB	X	x	x		I I
SSB Inc	VOSB	1	х	l i	x	
Swales	LB	ļ	x	X		1 1
Xtreme	SDB,					
Concepts	VOSB	X		X		l
Qvine	SB		X		X	

5. Method used to Select Teammates

The teammates were selected based on their past experience in the STO technology areas (maritime, assured and collaborative networking and communications, intelligence preparation of battle space, information operations, and Special Forces support) and their capability to accomplish the SOW tasks. Consideration was also given to business size. Solers will use every available resource to identify other qualified small businesses to meet the goals stated above.

6. Indirect and overhead costs

The subcontracting goals do not include indirect cost allocation.

7. Subcontract Program Administrator

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The SOLERS employee who will be administering the subcontracting program is:

Name:	James Timmermeyer
Title:	Director, Contracts
Telephone:	703.841.6106
Facsimile:	703.908.9353
E-Mail:	james.timmermeyer@solers.com

Duties include the following:

- a. Ensure that small businesses are afforded an equitable opportunity to compete for SOLERS' subcontracts.
- b. Contact appropriate sources (i.e. SBA-PRO-Net) to identify additional small businesses as required.
- c. Review planned subcontract of \$100,000 or more to assure maximum solicitation from small businesses and as a minimum make all reasonable efforts to: identify and solicit at least one small business source for each item or service and solicit small businesses on procurements when adequate competition is known to exist.
- d. Educate SOLERS Program Managers on the importance of the small business subcontracting program.
- e. Ensure subcontracts in excess of \$500,000 to Large Business includes the FAR Clause 52.219-9, Small Business Subcontracting Plan. In the event the large business will meet or exceed the \$500,000, SOLERS will request a subcontracting plan from the large business. SOLERS reminds the large business of the requirements for providing the necessary Standard Form (SF) 294 and 295 reports.
- f. Monitoring attainment of proposed goals.
- g. Preparing and submitting required periodic subcontracting reports.

8. Reporting and Cooperation

SOLERS will: (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports so the Government can determine the extent of compliance; (iii) submit Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Report, following the instructions on the forms; and (iv) ensure that its subcontractors agree to submit SF294 and SF295.

9. Records

Solers will maintain the following records to document compliance with the Small Business Subcontracting Plan: a source list of small businesses to contact including the small businesses currently on our team as well as other small businesses Solers has had success with in the past, list of organizations contacted to identify any other small businesses that may have expertise outside of the small businesses currently on our team, internal training to Solers' staff regarding subcontracting requirements for small businesses, and any documents submitted to the government documenting the progress of small business subcontracting.

AMENDMENT OF SOLL	CITATION/MODIF	ICATION OF CONTR	RACT	1. CONTRACT ID CODI J	E PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 01/19/07	4. REQUISITION/PURCHASE REQ). NO.	S. PRO	JECT NO.(Ifapplicable)
6. ISSUED BY COI DARPA CMO ATTN: PATRICIA MATYSKIELA 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714	DE HROOII	7. ADMINISTERED BY (Ifother the DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342	m item 6)	CODE	32404A
8. NAME AND ADDRESS OF CONTRAC SOLERS, INC DAVID H. KELLOGG	TOR (No., Street, County, S	tate and Zip Code)	_	9A. AMENDMENT O 9B. DATED (SEE ITE	F SOLICITATION NO.
1811 N KENT ST STE 700 ARLINGTON VA			x	10A. MOD. OF CONT HR0011-07-D-0003	
				10B. DATED (SEE IT	
CODE 1JVC3	FACILITY COD	E	X	22-Dec-2008	
	11. THIS ITEM ONLY A	PPLIES TO AMENDMENTS C	OF SOLICIT	ATIONS	
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. SECTION G - CONTRACT ADMINISTRATION DATA. Delete Clause G-4 and replace with revised G-4 below:

G-4 Contracting Officer's Representative (COR) and Task Monitor (TM)

(a) Performance of work under this contract shall be subject to the technical direction of Jane Bryant, DARPA/STO, 3701 N. Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-2222, e-mail: _________ jane.bryant@darpa.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

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

(c) The TM will be designated on authority of the Contracting Officer with a task order award to monitor and coordinate all technical aspects and assist in the administration of an individual task orders.

(d) All contacts with all agencies of the Government and interfacing with other Contractors required in the performance of this Contract will be accomplished only with the coordination of the COR and TM. The Contractor will receive copies of the contract and designation letters stating the responsibilities and limitations of the COR and TM.

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS. Add Clause H-25, Authorized Ordering Activity to this section.

H-25 Authorized Ordering Activity

The Department of Interior, NBC, Fort Huachuca, AZ, P. O. Box 12924, Fort Huachuca, AZ 85670-2942 is authorized to place Task Orders under this contract. Such authorization includes consent to subcontracts and consultants as required under Clauses H-12 and H-21 of this Section. For administrative purposes, Department of Interior shall be assigned a block of Task Order numbers to be used as follows: Task Order Numbers 0100 through 0500.

3. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS. Delete Attachment 2, DoD Contract Security Classification Specification (DD Form 254) and replace with:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 2	DoD Contract Security Classification Specification (DD Form 254)	4	21-DEC-2006

DD FORM 254 FOUR PAGES WITHHELD FOIA EXEMPTION (b)(2)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. SECTION G - CONTRACT ADMINISTRATION DATA. Delete Clause G-4 and replace with revised G-4 below:

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G-4 Contracting Officer's Representative (COR) and Task Monitor (TM)

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

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

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

(c) The TM will be designated on authority of the Contracting Officer with a task order award to monitor and coordinate all technical aspects and assist in the administration of an individual task orders.

(d) All contacts with all agencies of the Government and interfacing with other Contractors required in the performance of this Contract will be accomplished only with the coordination of the COR and TM. The Contractor will receive copies of the contract and designation letters stating the responsibilities and limitations of the COR and TM.

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS. Add Clause H-25, Authorized Ordering Activity to this section.

H-25 Authorized Ordering Activity

The Department of Interior, NBC, Fort Huachuca, AZ, P. O. Box 12924, Fort Huachuca, AZ 85670-2942 is authorized to place Task Orders under this contract. Such authorization includes consent to subcontracts and consultants as required under Clauses H-12 and H-21 of this Section. For administrative purposes, Department of Interior shall be assigned a block of Task Order numbers to be used as follows: Task Order Numbers 0100 through 0500.

3. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS. Delete Attachment 2, DoD Contract Security Classification Specification (DD Form 254) and replace with:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 2	DoD Contract Security Classification Specification (DD Form	4	21-DEC-2006
	254)		

DD FORM 254 FOUR PAGES WITHHELD FOIA EXEMPTION (b)(2)

AMENDMENT OF SOLIC	CITATION/MODI	FICATION OF CONTRACT	•	I. CONTRACT ID CODE	PAGE OF PAGE
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 2 APR 07	4. REQUISITION/PURCHASE REQ. NO.			
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B. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOLINE, NG DAVD H. MELDOD 1011 R. MELDOD ANUNOTEN VA		State and Zip Code)		F SOLICITATION N M 11)	
			×	10A. MOD. OF CONT. HEODII-07-6-0008	
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	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLL		ATIONS	
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Page 2 of 4

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. The purpose of this modification is to clarify the terms and conditions of the contract following the conduct of the post-award meeting held on 7 March 2007.

2. Section G: Contract Administration Data.

a. Add the following to Clause G-2, Electronic Submission of Payment Requests, paragraph (a):

For labor hour charges, invoice information should include name of employee, labor category, number of hours, labor rate and total amount.

b. Add Clause G-5, Invoicing Instructions for Orders Placed by Authorized Ordering Activity as follows:

G-5 Invoicing Instructions for Orders Placed by Authorized Ordering Activity Under Clause H-25

Payment will be based on receipt of a proper invoice and satisfactory contract performance. To ensure timely processing, invoices must be submitted to the Designated COR for invoice processing. Invoices shall be submitted electronically by e-mail to the Designated COR for acceptance of services and invoice certification.

Designated COR for Invoice Submission:

Department of the Interior National Business Center Acquisition and Property Management Division Southwest Branch P.O. Box 12924 Fort Huachuca, AZ 85670-2924

Attention: Jane Bourne Telephone: (520) 533-1642 Fax: (520) 533-1600 Email: Jane A Bourne@nbc.gov

Invoice Distribution. A separate invoice will be submitted for each individual task order award as follows:

A. Original to the Designated COR for invoice processing.

B. One (1) copy in the TFIMS depository

Invoice Process.

A. The Designated COR for invoice processing will certify each invoice for payment and submit to DOI-NBC Payment Office.

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- B. Invoice Submission. Proper invoices for this contract will be submitted semi-monthly or monthly in accordance with FAR Clause 52.232-25, Prompt Payment. Subcontractors/Consultants will invoice the prime contractor semi-monthly or monthly.
- 3. Section H: Special Requirements.
 - a. Clause H-5, Key Personel. Delete Paragraph (a)(2) of this clause and renumber Paragraph (a)(3) to read (a)(2).
 - b. Clause H-6, Task Order Instructions. Delete Paragraph k and replace with the following:
 - k. <u>Changes in Fixed Price Level of Effort (FP LOE) Task Orders</u>. The Contractor shall notify the Contracting Officer in advance if any required changes to the <u>total</u> number of labor hours or ceiling amounts for Labor, Travel, and Other Direct Cost CLINs on individual task orders. Any changes to these amounts will be done by written modification to the task order.

c. Clause H-10, Travel.

- (1) Delete Paragraph (b) and replace with the following:
 - (b) In connection with direct charge to the contract of travel-related expenses, the Contractor shall hold travel to a minimum required to meet the objectives of the contract. The Contractor is required to notify the Contracting Officer in advance if any anticipated travel exceeds the ceiling amount for the travel CLIN in the task order. Any increases to the ceiling amount for Travel must be done by modification to the task order.
- (2) Add Paragraph (e) as follows:
 - (e) The Contracting Officer at the Authorized Ordering Activity set forth in Clause H-25 is hereby delegated authority to approve travel under Paragraphs (b), (c), and (d) of this provision.
- d. Clause H-12, Consent to Subcontract. Delete Paragraph (b) and replace it with the following:
 - (b) If subcontract consent is required pursuant to FAR 52.244-2, Alternate I (MAR 2005), "Subcontracts", approval must be obtained from the Administrative Contracting Officer.
 - (c) The provision of FAR 52.244-2, Alternate 1 (MAR 2005) will apply when determining the need for authorization to use consultants. If the criteria of the FAR provisions are invoked, approval to use consultants must be obtained from the Administrative Contracting Officer.
- e. Clause H-16, Government Furnished Property/Facilities and Services. Add Paragraph (b) to this clause as follows:
 - (b) Government property will be identified for individual task orders in accordance with Section J, Attachment I, Statement of Work Monthly Reporting Requirement at

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Page 4 of 4

Paragraph 14.6.

f. Clause H-21, Consultants. Delete this provision in its entirety.

- g. Clause H-25, Authorized Ordering Office. Add the following to this provision: The Contracting Officer at DOI has the authority to authorize Travel as described in Clause H-10.
- h. Add the following clause to this section:

H-26 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

- a. In order to assist DARPA in collecting information regarding small business participation in DARPA contracts and orders, the Contractor shall submit the following reports:
 - Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-anually (in April and October) and at contract completion. The first submission shall be delivered to the address as Block 5 of the SF 26. Subsequent submissions should be submitted through the Electronic Submission Reporting System (eSRS). Note: This requirement is contingent upon successful implementation of eSRS by the Department of Defense in time for the Fiscal Year 2008 submission due in October.
 - (2) Standard Form 295, Summary Subcontract Report. See (1) above.
- 4. Section I: General Provision. Add the following clause to this section:

52.244-2 Subcontracts Alt I (MAR 2005)

5. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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SUMMARY OF CHANGES

The purpose of this modification is to: 1) exercise Option Period 1 extending the ordering period under this contract through 21 December 2008; 2) incorporate FAR clause 52.222.43 which was inadvertently omitted from the contract; and 3) update Attachment 3 of the contract. Accordingly, the contract is revised as follows:

SECTION A - SOLICITATION/CONTRACT FORM

The total maximum order amount under this contract is increased by \$20,000,000.00 from \$20,000,000.00 to \$40,000,000.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

CLIN 1002

The option status has changed from Option to Option Exercised.

CLIN 1003

The option status has changed from Option to Option Exercised.

CLIN 1004

The option status has changed from Option to Option Exercised.

SECTION I - CONTRACT CLAUSES

Section I is modified to add the following FAR clause by reference:

FAR 52.222-43 - Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)

SECTION J - List of Documents, Exhibits and Other Attachments

Delete:

Attachment 3, Wage Determination (9 pages), dated 07 November 2006

Insert:

Attachment 3, Wage Determination (9 pages), dated 03 December 2007 (attached to Modification P00003 herein).

All other terms and conditions of Contract HR0011-07-D-0003 remain in full force and effect, unless otherwise stated in Modification P00003 herein.

DOL Wage Determination 05-2104.txt WD 05-2104 (Rev.-5) was first posted on www.wdol.gov on 07/10/2007 ********* U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor WASHINGTON D.C. 20210 wage Determination No.: 2005-2104 william W.Gross Division of **Revision No.: 5** Date Of Revision: 07/05/2007 Director Wage Determinations States: District of Columbia, Maryland, Virginia Area: District of Columbia Statewide Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's. St Mary's Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford **Fringe Benefits Required Follow the Occupational Listing** OCCUPATION CODE - TITLE MINIMUM WAGE RATE 01000 - Administrative Support And Clerical Occupations 01011 - Accounting Clerk I 13.79 01012 - Accounting Clerk II 15.49 01013 - Accounting Clerk III 18.43 01020 - Administrative Assistant 23.59 01040 - Court Reporter 18.43 01051 - Data Entry Operator I 01052 - Data Entry Operator II 12.67 13.82 01060 - Dispatcher, Motor Vehicle 16.50 13.29 01070 - Document Preparation Clerk 01090 - Duplicating Machine Operator 13.29 01111 - General Clerk I 01112 - General Clerk II 01113 - General Clerk III 13.72 15.32 18.74 01120 - Housing Referral Assistant 21.66 01141 - Messenger Courier 01191 - Order Člerk I 10.23 14.74 01192 - Order Clerk II 16.29 01261 - Personnel Assistant (Employment) I 01262 - Personnel Assistant (Employment) II 01263 - Personnel Assistant (Employment) III 01270 - Production Control Clerk 15.60 18.43 21.66 21.29 01280 - Receptionist 01290 - Rental Clerk 01300 - Scheduler, Maintenance 01311 - Secretary I 12.72 15.60 15.60 17.03 01312 - Secretary II 01313 - Secretary III 18.39 21.66 15.82 01320 - Service Order Dispatcher 01410 - Supply Technician 01420 - Survey Worker 01531 - Travel Clerk I 23.59 18.43 12.07 01532 - Travel Clerk II 13.01 01533 - Travel Clerk III 13.99 01611 - Word Processor I 13.76 01612 - Word Processor II 15.60

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Attachment 3
	DOL Wage Determination 05-2104.txt	
01613	- Word Processor III	18.43
05000 -	Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	25.26
05010	- Automotive Electrician	21.37
	- Automotive Glass Installer	20.14
	- Automotive Worker	20.14
	- Mobile Equipment Servicer	17.31
05130	- Motor Equipment Metal Mechanic	22.53
05160	- Motor Equipment Metal Worker	20.14
05190	- Motor Vehicle Mechanic	22.53
05220	- Motor Vehicle Mechanic Helper	16.81
05250	- Motor Vehicle Upholstery Worker	19.66
	- Motor Vehicle Wrecker	20.14
	- Painter, Automotive	21.37
05340	- Radiator Repair Specialist	20.14
05370	- Tire Repairer	14.43
05400	- Transmission Repair Specialist	22.53
07000 -	Food Preparation And Service Occupations	42.40
	- Baker	13.18
	- Cook I	11.97
	- Cook II	13.28
	- Dishwasher	9.76
	- Food Service Worker	10.25 16.07
	- Meat Cutter - Waiter/Waitress	8.59
00000 -	Furniture Maintenance And Repair Occupations	0.33
	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	12.78
	- Furniture Refinisher	18.39
	- Furniture Refinisher Helper	14.11
	- Furniture Repairer, Minor	16.31
09130	- Upholsterer	18.05
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.67
11060	- Elevator Operator	9.79
11090	- Gardener	15.70
11122	- Housekeeping Aide	10.89
11150	- Janitor	10.89
11210	- Laborer, Grounds Maintenance	12.07
11240	- Maid or Houseman - Pruner	10.84
	- Tractor Operator	11.37 14.19
	- Trail Maintenance Worker	12.07
	- Window Cleaner	11.31
12000 -	Health Occupations	
12010	- Ambulance Driver	16.06
12011	- Breath Alcohol Technician	17.67
12012	- Certified Occupational Therapist Assistant	20.31
12015	- Certified Physical Therapist Assistant	19.99
12020	- Dental Assistant	16.90
12025	- Dental Hygienist	40.68
	- EKG Technician	24.34
12035	- Electroneurodiagnostic Technologist	24.34
12040	- Emergency Medical Technician	17.67
120/1	- Licensed Practical Nurse I - Licensed Practical Nurse II	18.60
12072	- Licensed Practical Nurse II	20.82
	- Medical Assistant	21.79 14.23
	- Medical Laboratory Technician	18.04
12160	- Medical Record Clerk	14.96
12190	- Medical Record Technician	16.67
12195	- Medical Transcriptionist	16.46
12210	- Nuclear Medicine Technologist	28.93

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DOL Wage Determination 05-2104.txt	
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96 12.99
12223 - Nursing Assistant III 12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 – Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I 12312 - Registered Nurse II	24.92 31.22
12312 - Registered Nurse II 12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 – Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	10 55
13011 - Exhibits Specialist I	18.55 23.33
13012 - Exhibits Specialist II 13013 - Exhibits Specialist III	23.33 28.11
13041 - Illustrator I	18.73
13042 - Tllustrator II	23.42
13043 - Illustrator III 13047 - Librarian	28.82
13047 – Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician 13061 - Media Specialist I	17.88 16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 – Photographer V 13110 – Video Teleconference Technician	29.15 16.58
14000 - Information Technology Occupations	10.30
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1) 14072 - Computer Programmer II (1)	21.60 26.37
14072 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 – Personal Computer Support Technician 15000 – Instructional Occupations	23.18
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot) 15080 - Graphic Artist	50.66
15080 - Graphic Artist 15090 - Technical Instructor	24.95 23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
Page 3	

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DOL Wage Determination 05-2104 tyt	
DOL Wage Determination 05-2104.txt 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
	8.95
16070 - Finisher, Flatwork, Machine 16090 - Presser, Hand	8.95
	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry 16190 - Sewing Machine Operator	12.30
16220 - Tailor	12.50
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	3.01
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	23.03
21000 - Material's Handring And Facking Occupations 21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.26
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 – Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 – Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator 23370 - General Maintenance Worker	19.38
	20.91
23380 - Ground Support Equipment Mechanic 23381 - Ground Support Equipment Servicer	24.46 18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
23.13	
23430 - Heavy Equipment Mechanic	21,46
23440 - Heavy Equipment Operator	21.46
Page 4	

DOL Wage Determination 05-2104.txt	
23460 - Instrument Mechanic 23465 - Laboratory/Shelter Mechanic	21.46 20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metroloģy Technician II 23593 - Metrology Technician III	22.61 23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 – Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic 23850 - Rigger	21.46 21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance 23965 - Well Driller	21.46 21.46
23970 - Woodcraft Worker	21.46
23980 – Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk 24610 - Chore Aide	16.15 9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer 25190 - Ventilation Equipment Tender	24.98 17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer 27010 - Court Security Officer	19.83 23.26
27010 - Court Security Officer 27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I 27132 - Police Officer II	23.94 26.60
28000 - Recreation Occupations	20.00
28041 - Carnival Equipment Operator	12.35
28042 – Carnival Equipment Repairer	13.30
28043 - Carnival Equpment Worker	8.40
28210 - Gate Attendant/Gate Tender 28310 - Lifeguard	13.01
28310 - Lifeguard 28350 - Park Attendant (Aide)	11.59 14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
Page 5	

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DOL Wage Determination 05-2104.txt	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler 29041 - Stevedore I	20.55 19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	21.04
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III 30030 - Cartographic Technician	23.76 24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III 20084 - Engineering Technician IV	25.37 31.43
30084 - Engineering Technician IV 30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35 36.73
30364 - Paralegal/Legal Assistant IV 30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort	31.99 22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs	
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver	9.06 13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 – Truckdriver, Medium	17.09
31363 – Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations 99030 - Cashier	10 02
99050 - Cashier 99050 - Desk Clerk	10.03 10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73

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99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to Page 7

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ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The contracting officer shall require that any class of service employee which is conformed.

The process for preparing a conformance request is as follows:

DOL Wage Determination 05-2104.txt 1) when preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

when preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICIT	ATTON/MODIF	TO ATION OF CONTRA OF		1. CONTRACT	ID CODE	PAGE OF PAGE
AMENDMENT OF SOLICIT	A HON/MODIF	ICATION OF CONTRACT		J		1 2
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicable)
200004	14-Mar-2008					
ISSUED BY CODE	HR0011	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA)	CO	DE S240	24A
DARPA CMO ATTN: PATRICIA MATYSKIELA 3701 NORTH FAIRFAX DRME ARLINGTON VA 22203-1714		10000 BATTLEVIEWPARKWAY SUITE 200 MANASSAS VA 20109-2342				
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SC	DLICITATION NO
DAVID H. KELLOGG 1611 N KENT ST STE 700 ARLINGTON VA				9B. DATED (S	EE ITEM I	1)
			x	10A. MOD. OF	CONTRAC	CT/ORDER NO.
			x	10B. DATED 22-Dac-2008	(SEE ITEM	13)
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D. OTHER (Specify type of modification and	d authority)		_			e <u>ente 2</u> -12-
IMPORTANT: Contractor X is not,	is required to sig	n this document and return	co	pies to the issuin	g office.	
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Modification Control Number: btilahun08 See page 2. weept as provided herein, all terms and conditions of the of 5A. NAME AND TITLE OF SIGNER (Type of	the second s	9A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CC PATRICIA MATYSKIELA / CO				or print)
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See page 2. except as provided herein, all terms and conditions of the o SA. NAME AND TITLE OF SIGNER (Type or	r print)	16A. NAME AND TITLE OF CO PATRICIA MATYSKIELA/CO TEL: 571 216 4006	ONTI	EMAL: patricia.ma	CER (Type	mi

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to replace the COR under this contract. Accordingly, the contract is revised as follows:

SECTION G - CONTRACT ADMINISTRATION DATA

The following has been modified:

G-4 Contracting Officer's Representative (COR) and Task Monitor (TM)

(a) Performance of work under this contract shall be subject to the technical direction of Karen McMullen, DARPA/STO, 3701 N. Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-2344, e-mail: karen.mcmullen@darpa.mll. Patrick Bailey (DARPA/STO, 3701 N. Fairfax Drive, Arlington, VA 22203-1714, telephone (703) 696-5277, e-mail: patrick.bailey@darpa.mil) shall be the alternate COR. Technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

(1) Constitutes additional work outside the scope of work;

(2) Constitutes a change as defined in Section I contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance; or

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

(c) The TM will be designated on authority of the Contracting Officer with a task order award to monitor and coordinate all technical aspects and assist in the administration of individual task orders.

(d) All contacts with all agencies of the Government and interfacing with other Contractors required in the performance of this Contract will be accomplished only with the coordination of the COR and TM. The Contractor will receive copies of the contract and designation letters stating the responsibilities and limitations of the COR and TM.

All other terms and conditions of Contract HR0011-07-D-0003 remain in full force and effect, unless stated otherwise in Modification P00004 herein.

AMENDMENT OF SOLICIT	ATION/MODI	FICATION OF CONTRACT	•	I. CONTRACT	ID COD	
				J	1	1 3
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 14-Apr-2008	4. REQUISITION/PURCHASE REQ. NO.			5. PRO	JECTNO.(Ifapplicable)
SSUED BY CODE	HR0011	7. ADMINISTERED BY (Ifother than item 6)	-	CO	DE	2404A
		DCMAVIRGINIA		co		
ARPA MO		10500 BATTLEVIEW PARKWAY SUITE 200				
TTN: PATRICIA MATYSKIELA		MANASSAS VA 20109-2342				
701 NORTH FAIRFAX DRIVE IRLINGTON VA 22203-1714						
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT O	F SOLICITATION N
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				10B. DATED		
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		APPLIES TO AMENDMENTS OF SOLI	СІТ	ATIONS		
The above numbered solicitation is amended as set for	rth in Item 14. The hour me	date specified br receipt of Offir		is extended.	is no	t extended.
Offer must acknowledge receipt of this amendment pr			the f		-	
(a) By completing Items 8 and 15, and returning		cised in the solicitation or as amended by one or sut; (b) By acknowledging receipt of this amendm		-	Br gahad	ttad:
or (c) By separate letter or telegram which includes a						
RECEIVED AT THE PLACE DESIGNATED FOR						
REJECTION OF YOUR OFFER. Ifby virtue of this					tter,	
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ACCOUNTING AND APPROPRIATION E	DATA (If required)					
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		TO MODIFICATIONS OF CONTRACT CT/ORDER NO, AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PURS			_		ADEI	NTHE
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office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT			K 4	3.103(B).	-	
C. THIS SUPPLEMENTAL AUREEMENT	IS ENTERED INTO P	UNSUANT TO AUTHORITT OF.				
D. OTHER (Specify type of modification and	d authority)					
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A. NAME AND TITLE OF SIGNER (Type of	n prmt)	16A. NAME AND TITLE OF CC PATRICIA MATYSKIELA/CO	NN I.	RACTING OFFI	CER (T	ype or print)
		TEL: 571 218 4006		EMAIL: patricia.ma	i je kiele Oc	ierpe mii
B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		RIC			16C. DATE SIGNED
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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SUMMARY OF CHANGES

The purpose of this modification is to: 1) correct the numbering for the Section G clause added under Modification P00002 from G-5 to G-6, and 2) revise Section G-6 to replace the alternate COR. Accordingly, the contract is revised as follows:

SECTION G - CONTRACT ADMINISTRATION DATA

G-6 Invoicing Instructions for Orders Placed by Authorized Ordering Activity Under Clause H-25

Payment will be based on receipt of a proper invoice and satisfactory contract performance. To ensure timely processing, invoices must be submitted to the Designated COR for invoice processing. Invoices shall be submitted electronically by e-mail to the Designated COR for acceptance of services and invoice certification.

Designated COR for Invoice Submission:

Department of the Interior National Business Center, Acquisition Services Directorate Science & Technology Specialist/COR Southwest Branch P.O. Box 12924 Fort Huachuca, AZ 85670-2924

Attn: Lawrence H. Carter Phone: (520) 533-1213 Fax: (520) 538-3761 E-mail: Lawrence_H_Carter@nbc.gov

Invoice Distribution. A separate invoice will be submitted for each individual task order award as follows:

A. Original to the Designated COR for invoice processing.

B. One (1) copy in the TFIMS depository

Invoice Process.

A. The Designated COR for invoice processing will certify each invoice for payment and submit to DOI-NBC Payment Office.

B. Invoice Submission. Proper invoices for this contract will be submitted semi-monthly or monthly in accordance with FAR Clause 52.232-25, Prompt Payment. Subcontractors/Consultants will invoice the prime contractor semi-monthly or monthly. All other terms and conditions of Contract HR0011-07-D-0003 remain in full force and effect, unless otherwise stated in Modification P00005 herein.

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