

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 27	
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-09-C-0112		3. EFFECTIVE DATE 14 Aug 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. Y66000		
5. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE	S0514A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 days.		
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G
CODE 52302		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		
11. SHIP TO/MARK FOR DARPA DIRO GLEN MCWRIGHT 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT						\$6,138,668.00
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	5 - 6	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	8	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	9 - 11		OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	12 - 14	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	15 - 19	M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 14-Aug-2009
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	Retriever Phase 1 CPFF The Contractor shall accomplish the tasks associated with Phase 1 in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination	(b)(4)	(b)(4)	\$6,138,668.00 \$6,138,668.00

See Exhibit A

ITEM NO		AMOUNT
000101	Funding for CLIN 0001	\$0.00
	AO No. Y660/00	
	ACRN AA	\$3,683,306.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002		(b)(4)	(b)(4)	\$468,839.00
OPTION	Retriever Phase 1B CPFF The Contractor shall accomplish the tasks associated with Phase 1B in accordance with the Attachment (1) Statement of Work. Data deliverables/reports will be provided in accordance with Sections C and F. FOB: Destination			\$468,839.00

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

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

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities, and other services as may be required to perform Contract Line Items (CLINs) 0001 in accordance with the Statement of Work, Attachment 1 hereto.

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

C-2 Reports and Other Deliverables

(a) All technical reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data" as defined in Section I contract clauses entitled "Rights in Technical Data - Noncommercial Items" and "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation." The Government shall receive "unlimited rights" to this technical data, as defined in these clauses, with the exception of those items listed in Attachment 2 of the contract.

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

1. FINAL REPORT

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

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

(1) The Final Technical Report summary shall include:

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

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

(3) Distribution Statement B applies:

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

2. ADDITIONAL MISC. DELIVERABLES

The Contractor shall also deliver those items listed in the Contract Attachment (1) - Statement of Work under the paragraph entitled "Deliverables", as applicable. Briefing materials (hard and softcopy) for all briefings given to the Government shall be provided in the Contractor's format.
(end of clause)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

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

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 Term of Contract

- (a) The term of CLIN 0001 commences on the effective date of the contract and continues through 14 November 2010.
- (b) The period of performance for Option 1, as set forth in CLIN 0002, shall be from the effective date of the option exercise to and including 6 months.
- (c) The period of performance for Option 2, as set forth in CLIN 0003, shall be from the effective date of the option exercise to and including 18 months.
- (d) The period of performance for Option 3, as set forth in CLIN 0004, shall be from the effective date of the option exercise to and including 9 months.

(end of clause)

F-2 Reports and Other Deliverables

- (a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

Item No.	Description	Due Date (on or before)
0001/0002*/0003*/0004*	Mid-Term Report	See Exhibit A CDRL
0001/0002*/0003*/0004*	Monthly Status Reports	Monthly
0001	Initial System Design Document	2 weeks prior to System Concept Review
0001	Final SDD	6 weeks prior to end of phase
0001	Technology Development and Assessment Plan (TDAP)	2 weeks prior to System Concept Review and updated at each IPR
0001	Operational System Final Hardware Requirement Study	2 weeks prior to Phase 1 Review
0001/0003*	Meeting Reports	As requested
0001/0003*	Technical Trade Study Reports	At quarterly IPR
0001/0003*	Major component Go/No-Go Test Reports	At quarterly IPR; final Go/No-Go testing 6 weeks prior to end of phase
0001/0003*	Component Demonstration Reports	At quarterly IPR
0001/0003*	Source code for Retriever algorithms	1 week prior to end of phase
0001/0003*	Compiled code for Retriever algorithms	1 week prior to end of phase

0002*	Final Technical Report	6 months ARO
0003*	Purchased Hardware	End of phase
0004*	All Hardware, Source Code, and Compiled Code	1 week prior to end of phase
0004*	Copies of any raw data files and ground truth data collected for hardware development purposes	2 weeks prior to end of phase

(end of clause)

F-3 Report Distribution (electronic copies preferred)

(a) Defense Technical Information Center

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

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

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

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

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

- (e) DARPA/IPTO
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Wendy.Smith@darpa.mil
(one copy each report)

(f) COR

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

(end of clause)

F-4 Notice Regarding Late Delivery

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

(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400 1320 Y660 P9X20 2525 DPAC 9 5281 S12136 63766E
 AMOUNT: \$3,683,306.00
 AO: Y660/00
 CIN 00000000000000000000000000000000: \$3,683,306.00

CLAUSES INCORPORATED BY FULL TEXT

G-1 Procuring Office Representative

(a) The Procuring Office Representative is Stephen C. Davis, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4949, e-mail: Stephen.C.Davis@darpa.mil.

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

(end of clause)

G-2 Electronic Submission of Payment Requests

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) Vendors that have never used WAWF shall follow the directions in the WAWF Vendor Getting Started Guide available at the following website:
<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>. This website also contains links for Vendor training and practice. Additional support can be obtained by calling WAWF Customer Service at 866-618-5988.

(2) Back up documentation (such as timesheets, monthly status reports, etc.) can be included and attached to the invoice in WAWF. Attachments should be in PDF format, but Attachments created in any Microsoft Office product may be attached. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DoDAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	Select Cost Voucher
Issuing Office DoDAAC	HR0011 (ext. 13)
Admin Office DoDAAC	S0514A
Service Approver DoDAAC (Cost Voucher)	HR0011
DCAA Office DoDAAC	HAA245
Paying Office DoDAAC	HQ0339

(c) Cost Vouchers from Contractors approved by DCAA for direct billing will be directly routed to DFAS. Cost Vouchers from Contractors not approved for direct billing will be routed to DCAA for approval before the Cost Voucher is routed to DFAS. All Final Cost Voucher submissions will be routed to the Service Approver for approval. The DCAA office for this award is:

DCAA Miramar Branch Office
 DoDAAC: HAA245
 9444 Balboa Ave
 Suite 320
 San Diego, CA 92123-7304

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

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

G-3 Delegation of Authority for Contract Administration

(a) DCMA San Diego (DoDAAC: S0514A) is hereby designated as the Contracting Officer's authorized representative for administering this contract in accordance with current directives.
 (end of clause)

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of:

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

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

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

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

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

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with \$3,683,306 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 14 May 2010. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$3,683,306 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
(end of clause)

G-7 Payment of Cost and Fee

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

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

(2) A fixed fee in the amount set forth as "Fixed Fee" in Section B, in accordance with the Section I contract clause entitled "Fixed Fee". The Contractor may bill on each invoice the amount of the fixed fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost.
(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-2 Type of Contract

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

H-3 Public Release or Dissemination of Information

(a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with FAR 252.235-7010.

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

H-4 Key Personnel

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

(b)(4)



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

H-5 Restrictions on Printing

(a) Unless otherwise authorized in writing by the Contracting Officer, reports, data, or other written material produced using funds provided by this contract and submitted hereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor to respond to the terms of the contract.

(end of clause)

H-6 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated 8 May 2009 (as well as those listed in the Online Representations and Certifications Application, dated 12 January 2009) are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

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

(end of clause)

H-8 Travel

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

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

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

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

(d) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least 30 days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.

(end of clause)

H-9 Metric System

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

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

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

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

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

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

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

(end of clause)

H-10 Consent to Subcontract

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

Phase I

NAME

(b)(4)

Phase II

NAME

(b)(4)

Phase IIA

NAME

(b)(4)

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

H-12 Small Business Subcontracting Plan and Goals

(a) The Contractor's Master Small Business Subcontracting Plan, dated 28 May 2009, is incorporated herein and made a part of this contract by reference.
(end of clause)

H-18 Proprietary Technical Data and Computer Software

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

H-21 Export Control Clause

Should this project develop military or dual-use applications the following apply:

- (a) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

H-22 Contractor Code of Business Ethics

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

Office of the Inspector General

United States Department of Defense
Investigative Policy and Oversight
Contract Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011
(end of clause)

H-23 Invention Disclosure and Reports

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements	FEB 2009
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

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

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

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

applicability requirement of FAR 15.408(k).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 33 months.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. HR0011-09-C-0112.

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

Section J - List of Documents, Exhibits and Other Attachments

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

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001/0002/0003/0004				B. EXHIBIT A		C. CATEGORY TDP TM- OTHER MISC									
D. SYSTEM/ITEM Retriever				E. CONTRACT/PR NO. HR0011-09-C-0112		F. CONTRACTOR Science Applications International Corporation									
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM RESEARCH AND DEVELOPMENT (R&D) PROJECT SUMMARY			3. SUBTITLE T-FIMS QUARTERLY AND MONTHLY REPORTING										
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81612A			5. CONTRACT REFERENCE C-2		6. REQUIRING OFFICE IPTO										
7. DD250 REQ SEE BLOCK 16		9. DIST STATEMENT REQUIRED B (See H-3)	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION									
8. APP CODE N			11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		Draft	Final Reg Repro						
16. REMARKS REFERENCE BLOCK 2, RESEARCH AND DEVELOPMENT PROJECT SUMMARY, AND BLOCK 4, DI-MISC-81612A. FORMAT. <ul style="list-style-type: none"> • GENERAL FORMAT INSTRUCTIONS: COMPLY WITH ALL INSTRUCTIONS DELINEATED ON THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). • SPECIAL INSTRUCTIONS. UPLOAD THE FOLLOWING ITEMS TO THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil). <ul style="list-style-type: none"> ○ PUBLICATIONS THIS PERIOD (3.1.7) IN ADOBE ACROBAT (PDF) FILE FORMAT. ○ UPDATED SCHEDULE AND MILESTONES (1.2.2.4) IN EITHER POWERPOINT (PPT), JPG, TIFF, OR PDF FILE FORMAT. ○ QUAD-CHART (1.2.2.7) IN MICROSOFT POWERPOINT (PPT) FILE FORMAT. ELECTRONIC SUBMISSION. THE CONTRACTOR SHALL ACCESS THE DARPA T-FIMS WEB SITE (http://www.tfims.darpa.mil) AND ELECTRONICALLY SUBMIT ALL REQUIRED REPORTING INFORMATION FOLLOWING THE SPECIFICATIONS OUTLINED BELOW. POST-AWARD INITIAL SUBMISSION REQUIREMENT. <ul style="list-style-type: none"> • SUBMIT THE PERFORMING ORGANIZATION CONTACTS (1.1.2) WITHIN FIVE (5) CALENDAR DAYS AFTER CONTRACT AWARD TO T-FIMS HELP BY E-MAIL (Tfims-Help@darpa.mil) FOR AWARDEE USER ACCOUNT ACTIVATION. 															
						CONTINUED ON THE NEXT PAGE						15. TOTAL			
G. PREPARED BY			H. DATE		I. APPROVED BY			J. DATE 10 July 2009							

CONTRACT DATA REQUIREMENTS LIST, DD FORM 1423 CONTINUATION SHEET

CLIN 0001/0002/0003/0004 Exhibit A PR No. HR0011-09-C-0112

DATA ITEM No. A001

BLOCK 16, continued,

REPORTING TERMINOLOGY - QUARTERLY REPORTING PERIODS.

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

QUARTERLY SUBMISSION REQUIREMENTS.

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

MONTHLY SUBMISSION REQUIREMENTS.

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

CLASSIFICATION. THE ENTIRE REPORT SHALL BE UNCLASSIFIED.

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

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

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

DATA ITEM DESCRIPTION

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

Number: DI-MISC-81612A

Approval Date: 20031215

AMSC Number: D7517

Limitation:

DTIC Applicable: N/A

GIDEP Applicable: N/A

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

Applicable Forms: N/A

Use, Relationships:

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

Requirements:

1. Project Information.

1.1. Administrative Information.

1.1.1. Subcontractors. Verify each subcontractor.

1.1.2. Performing Organization Contacts.

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

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

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

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

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

1.2.2. Project Description.

1.2.2.1. Research Objectives.

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

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

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

1.2.2.3. Technical Approach.

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

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

1.2.2.4. Schedule and Milestones.

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

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

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

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

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

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

2. Funding Report.

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

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

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

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

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

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

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

3. Technical Report.

3.1. Project Progress.

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

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

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

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

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

3.1.6. Technology Transition and Transfer This Period.

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

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

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

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

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

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

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

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

3.2. Project Plans.

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

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

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

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

END OF DI-MISC-81612A



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

8 July 2009

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

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

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

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

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

(b)(6)

STEPHEN C. DAVIS
Contracting Officer
Contracts Management Office

Attachments: (1) Checklist of Administration Functions

**ATTACHMENT 1
CONTRACT ADMINISTRATION FUNCTIONS**

Contract Number: HR0011-09-C-0112

Stephen C. Davis
Contracting Officer

8 July 2009
Date

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

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

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

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

STATEMENT OF WORK

Phase 1:

Task / SubTask	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables	Duration (Mos)	Dependencies
Phase 1 (Base) (15 months)	1.0	Retriever Prototype System Development	(b)(4)			(b)(4)	
Systems Engineering	1.1						
System Engineering Management	1.1.1	The SAIC team shall establish and document system engineering practices in the System Engineering Plan.			Final Phase 1 Review	Monthly report	1.4.2
Requirements and Operational Concept Development	1.1.2	The SAIC team shall develop an Operational Concept for the Retriever Prototype system and validate these with the customer. A Prototype System concept design shall be developed, and a mission utility assessment shall be conducted to establish Measures of Effectiveness (MOE). Key Performance Parameters (KPPs) and Measures of Performance (MOPs) shall be defined based on the MOEs. The operational concept, KPPs, MOEs, and MOPs shall be documented in the SDD.			Final Phase 1 Review	Technical Report	1.4.2
System Architecture and Requirements Allocation	1.1.3	The SAIC team shall develop and document the system architecture. Interface requirements between components shall be defined. System Architecture, requirements, and interfaces shall be documented in the SDD.			System Concept Review and Final Phase 1	System Design Document	1.4.2

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

Verification and Validation	1.1.4	The SAIC team shall establish and track top-level demonstration and test objectives to determine the ability of the design to meet KPPs. System performance prediction, test plans, and test results shall be documented.	Review Final Phase 1 Review		1.3.4
Risk Management	1.1.5	The SAIC team shall identify technical, schedule, and cost risks, quantify the likelihood and consequence of the risk, and develop a risk mitigation strategy based on trade studies and experiments for each risk.	Final Phase 1 Review	TDAP update after SCR and at Final Phase I Review	1.1.2 1.1.3
System Development and Integration (SDI)	1.2				
Software Design	1.2.1	The SAIC team shall implement an overall software design and development process. This shall include characterization of Retriever algorithms for real-time implementation and targeted algorithm benchmarking.	Final Phase 1 Review	Monthly report	1.4.3
Hardware Design	1.2.2	The SAIC team shall implement an overall process for hardware design and development. This process shall include trade studies for hardware definition, development and test for all hardware elements of a prototype Retriever node. Additionally, it shall include the design of a network communications capability to support the deployed architecture.	Final Phase 1 Review	Monthly report	1.4.3
Test and Demonstration	1.2.3	The SAIC team shall plan and perform testing in support of system design and the Phase 1 Go/No-Go Demonstration.	Phase 1 Go/No-Go Demonstration	Technical Report	1.4.3
System Development and Integration Technical Mgt	1.2.4	The SAIC team shall implement an overall process for hardware and software integration, test, and configuration management.	Phase 1 Go/No-Go Demonstration	Monthly report	1.4.3
Algorithm Development	1.3				
Front End Processing (FEP)	1.3.1		Phase 1 Go/No-Go	Monthly report	1.1.2 1.1.3
			(b)(4)		

		(b)(4)			
RF Signal Identification	1.3.2			Phase 1 Go/No-Go Demonstration	Monthly report 1.1.2 1.1.3
RF Signal Location	1.3.3	The SAIC team shall develop non-real-time algorithms that perform RF Signal Location. Trade studies shall be performed to support refinement of signal processing algorithms for RF Signal Location and the migration of these techniques to support real-time operation.		Phase 1 Go/No-Go Demonstration	Monthly report 1.1.2 1.1.3
Algorithm Integration Technical Mgt	1.3.4	The SAIC team shall integrate non-real-time software algorithm code to demonstrate meeting Phase 1 Go/No-Go criteria for RF Signal Identification and Location with GFI test data.		Phase 1 Go/No-Go Demonstration	Monthly report 1.3.1 1.3.2 1.3.3
Program Management	1.4				
Phase 1 Program Mgt & Oversight	1.4.1	The SAIC team shall perform program management oversight tasks to support execution of Phase 1. This shall include team coordination activities, security management, IT support, program control activities and service center management.		Final Phase 1 Review	Monthly report 1.4.2
Phase 1 Contract Kick-off	1.4.2	The SAIC team shall hold a Kickoff meeting with the customer at contract award.		Kick-off meeting completion	CA
System Concept Review	1.4.3	The SAIC team shall hold a System Concept Review within 60 days of contract award and shall provide a roadmap of activities for supporting the Phase 1 effort based on the TDAP. The review shall explain the system		SCR completed	SCR technical reports 1.4.2

		strategy, map performance capabilities to system level requirements, document the system level requirements and provide subsystem level requirements and interface definitions.	(b)(4)	(b)(4)	
Phase 1 Interim Program Reviews	1.4.4	The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the prototype system design, review of system requirements and engineering activities.	Completion of each individual IPR	Monthly report	1.4.3
Phase 1 Final Review	1.4.5	The SAIC team shall hold a Phase 1 Final Review to assess the maturity of the Retriever prototype system and readiness to proceed into Phase II. This shall include an assessment on progress, technical adequacy, and risk elements of the design. The review shall also evaluate the Retriever performance against TDAP performance requirements and successfully meeting established Phase 1 Go/No-Go criteria.	Final Phase 1 Review	Final Phase 1 Review technical report	1.2.3 1.3.4

Phase 1B:

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

Task / Sub Task	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables
Option - Phase 1B {PoP= 6mos}	4.0	Assessment of Similar Waveforms	(b)(4)		
Systems Engineering	4.1	The SAIC team shall perform a systems engineering study on the recommended amplification or improvements to the Retriever system.		Complete systems engineering assessment	Technical report

Algorithm Development	4.3	The SAIC Team shall assess the use and/or modification of Retriever algorithms to support the recommended amplification or improvement to the Retriever system.	(b)(4)	Complete algorithm assessment and/or changes	Technical reports
Program Management	4.4	The SAIC team shall perform program management oversight tasks to support execution of this task.	(b)(4)	Complete systems engineering and algorithm assessment	Include in Monthly status report

Phase 2:

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

Task / Sub Task	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables	Duration (Mos)	Dependencies
Option - Phase 2 (18 months)	2.0	Real-Time System Development & Refinement	(b)(4)	(b)(4)	(b)(4)	(b)(4)	
System Engineering	2.1						
Phase 2 System Engineering Management	2.1.1	The SAIC team shall perform System Engineering for the Retriever System. The System Engineering documents developed in Phase 1 shall be updated and maintained. An interim Design Review shall be held to review requirements trades; and identify remaining design, integration, and manufacturing risks. A final Design Review shall be held to assess design maturity, plan		Final Phase 2 Review	Monthly report		2.4.2

		corrective actions for hardware/software deficiencies and ensure adequate developmental testing.	(b)(4)			
Phase 2 Verification and Validation	2.1.2	The SAIC team shall assess the ability of the design to meet KPPs and validate user objectives. System performance prediction, test plans, and test results shall be documented in the SDD.	(b)(4)	Final Phase 2 Review	SDD Update	2.2.1 2.2.2
Phase 2 Risk Management	2.1.3	The SAIC team shall evaluate technical, schedule, and cost risks and maintain a risk register. Updates to the planned risk mitigation strategy shall be developed as warranted. Updates to risks and mitigation plans shall be documented in a TDAP revision.	(b)(4)	Final Phase 2 Review	TDAP Update	2.4.2
System Development and Integration (SD&I)	2.2		(b)(4)			
Phase 2 Software Development	2.2.1	The SAIC team shall design and implement the Phase 2 real-time prototype software. The Phase 1 Retriever system shall be expanded from a non-real-time to a real-time system, and processing intensive components shall be migrated to specialized processing resources based on processing requirements analysis.	(b)(4)	Phase 2 Go/No-Go Demonstration	Monthly report	2.4.2
Phase 2 Hardware and Infrastructure Dev't	2.2.2	The SAIC team shall design and implement hardware and infrastructure for the Retriever real-time processing system. This task shall include component design, development and testing for elements of a Retriever real-time processing hardware architecture. (Exclusive of proposed RF front end hardware) Additionally, it shall include the development and testing of a communications capability to support the deployed architecture.	(b)(4)	Phase 2 Go/No-Go Demonstration	Monthly report	2.4.2
Phase 2 Test and Demonstration	2.2.3	The SAIC team shall test the Retriever real-time processing system. This testing shall be used to support processing of GFI data for algorithm refinement, interim component and system level testing efforts, and the Phase 2 Go/No-Go Demonstration.	(b)(4)	Phase 2 Go/No-Go Demonstration	Monthly report	2.2.1 2.2.1
Phase 2 System Development and Integration	2.2.4	The SAIC team shall develop and integrate the subcomponents of the Retriever prototype system to support component level performance testing, and a	(b)(4)	Final Phase 2 Review	Monthly report	2.4.2

Technical Mgt		demonstration of overall system performance capabilities against established KPP metrics. Retriever system configuration management shall be maintained throughout design, implementation, and testing.	(b)(4)			
Program Management	2.4					
Phase 2 Program Mgt & Oversight	2.4.1	The SAIC team shall perform program management oversight tasks to support execution of Phase 2. This shall include team coordination activities, security management, IT support, program control activities and service center management.	(b)(4)	Final Phase 2 Review	Monthly report	2.4.2
Phase 2 Contract Kick-off	2.4.2	The SAIC team shall hold a Phase 2 Kickoff meeting with the customer at contract award.	(b)(4)	Kick-off meeting completion	Monthly report	CA
Phase 2 Interim Program Reviews	2.4.3	The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the real-time system design, review of system requirements and engineering activities.	(b)(4)	Completion of each individual IPR	Monthly report	2.4.2
Final Phase 2 Review	2.4.4	The SAIC team shall hold a Final Phase 2 Review to demonstrate that the Retriever system shall meet the KPPs associated with the Phase 2 Go/No-Go metrics in the classified addendum.	(b)(4)	Final Phase 2 Review	Final Phase II Review technical report	2.2.3 2.4.2

Phase 2B:

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

Task / Sub Task	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables
Option - Phase		Option - Phase 2B (Prototype Retriever System)	(b)(4)		

**Attachment 2 - Identification and Assertion
of Restrictions on the Government's Use,
Release, or Disclosure of Technical Data
and Computer Software**

HR0011-09-C-0112

16 July 2009

Page 1 of 1

Computer Software to be Furnished With Restrictions*	Asserted Rights Category	Basis for Assertion	Name of Entity Asserting Restrictions
(b)(4)			

*Note: No licensing fees will be associated with use of this software. Software being developed with the use of Government funding as part of the Retriever program will be provided to the Government with Unlimited Rights. (b)(4) will provide Government Purpose Rights for (b)(4) Product "Framework" related items only as identified herein. Specific capabilities "bundles" shall remain as "Specifically Negotiated License Rights" as defined in DFAR 252.227-7014.

** (b)(4) will provide the most current released version when the license is provided.



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

Attachment 3

MEMORANDUM FOR CONTRACTING OFFICER'S REPRESENTATIVE

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

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

Contract Number: HR0011-09-C-0112
Contractor: Science Applications International Corporation
Program Description: Retriever

2. This appointment authorizes and designates you to perform the following duties and/or responsibilities as specified herein:

- a. Furnish plans, schedules, specifications, descriptions, and other documents to the contractor as required by the contract.
- b. Assist the contractor in interpreting technical aspects of the contract specifications/statement of work. Differences of opinion and interpretations which could affect the terms and conditions of the contract will be referred to the contracting officer for resolution.
- c. Provide Government recommendations/approvals to the contractor promptly in all cases where the contract calls for technical approval.
- d. Observe, monitor, and assess the contractor's performance under the terms of the contract. This includes reporting promptly to the contracting officer any failures, delays, or significant deviations of performance, quality, costs, or other actions which might jeopardize contract performance.

3. In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer or the Contract Administrator/Specialist immediately when you are unable to perform these duties.

4. In your dealings with the contractor you must not give technical direction as though the contractor's employees are Government employees. You must maintain a formal, arms-

length relationship with the contractor in order to avoid even an appearance that the contract is one for personal services. If the contractor's performance takes place in a Government facility, then to the maximum extent practicable, the contractor's work area should be physically separated from areas in which Government employees work, and communication with the contractor's employees on contractual matters should be only through that contractor employee(s) designated by the contractor to supervise them. You must not give any direction to the contractor that is not authorized by the statement of work because it is not the intent of the Government that a contractor be required to do anything that is not included in the contract.

5. You are responsible for providing prompt notification to the contracting officer any significant deficiencies with respect to contractor performance or other actions which might jeopardize contract performance.
6. You are not authorized by this letter to take any action, either directly or indirectly, that could result in a change in the pricing, quantity, quality, place of performance, delivery schedule or any other terms and conditions of the basic contract, or to direct the accomplishment of effort which would exceed the scope of the basic contract. You must be especially cautious in providing interpretation of the specifications/ statement of work. The agreement reached or technical direction given must be formalized in writing with copies to the contracting officer. You shall also inform the contractor that if he believes that the COR's interpretation is erroneous, the contractor must notify the contracting officer in writing concerning the details of his position.
7. Specific duties in addition to those above are as follows:
 - a. Control all government technical interfaces with the contractor.
 - b. Ensure that copies of government technical correspondence are forwarded to the contracting officer for placement in the contract file.
 - c. Promptly furnish documentation on any requests for change, deviation, or waiver (whether generated by the Government or the contractor) to the contracting officer for appropriate action.
 - d. Review and, if required (i.e., Fixed Price Payments), accept invoices submitted through WAWF as stipulated in Section G of the Contract.
 - e. Provide required review of Patent/Invention Disclosures made in I-Edison (<http://www.iedison.gov>).
 - f. The COR must maintain a separate file for each contract for which he/she acts as COR. The file should serve as a repository and record of all documents and communications between the contractor and the COR. At a minimum, the file must include a copy of the contract and all modifications as well as the COR appointment letter. Examples of other file documentation may include:

- Reports required per the contract, e.g. interim and final technical or patent reports
 - Memoranda for Record documenting important contract discussions
 - Records of formal meetings, e.g. post award conference, program reviews, etc.
- g. Assist ACO and/or PCO, as requested, with closeout activities at completion of contract period of performance.
8. If this is your first appointment as a COR or if you have not performed COR duties within the last two years, and in order to comply with DFARS 201.6-2, you must complete COR training immediately so that you can properly execute your responsibilities under this contract. A good source of COR training is available via a web-based module, CLC 106, "Contracting Officer Representative with a Mission Focus" at www.dau.mil.
9. Your appointment as COR for this effort expires on 33 months after date of contract.
10. Your good judgment in performing your duties under the contract will have an important effect on the value of the performance obtained by the Government.

DAVIS.STEPHEN
C.1206070753

Digitally signed by DAVIS.STEPHEN.
C.1206070753
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=DARPA,
cn=DAVIS.STEPHEN.C.1206070753
Date: 2009.07.10 08:53:29 -04'00'

STEPHEN C. DAVIS
Contracting Officer

Date

(b)(6)

GLEN MCWRIGHT ✓
Contracting Officer's Representative

8 July 09

Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 31-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. Y660/00		5. PROJECT NO. (if applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0112		
			X 10B. DATED (SEE ITEM 13) 14-Aug-2009		
CODE 52302		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfa1asca091097 The purpose of this modification is to incorporate a revised DD Form 254 to the contract. See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 02-Sep-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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

The following has been modified as highlighted in bold:

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

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. Y660/00		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0112	
			X	10B. DATED (SEE ITEM 13) 14-Aug-2009	
CODE 52302	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: the "Changes" Clause.					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfasca10358 The purpose of this modification is to incorporate a revised DD Form 254 to the contract. See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACT OR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>(b)(6)</u> (Signature of Contracting Officer)		16C. DATE SIGNED 12-Feb-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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

The following has been modified as highlighted in bold:

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

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 23-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: STEPHEN C DAVIS 3701 N. FAIRFAX DR. ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE	S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0112		
			X 10B. DATED (SEE ITEM 13) 14-Aug-2009		
CODE 52302	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: FAR 52.232-22 "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfasca10395 The purpose of this modification is to provide incremental funding in the amount of \$2,455,362 (AO Y660/01). See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE DAVIS / CONTRACTING OFFICER TEL: 571-218-4949 EMAIL: Stephen.C.Davis@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 23-Feb-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000102 is added as follows:

ITEM NO		AMOUNT
000102	Funding for CLIN 0001	
	AO No. Y660/01	
	ACRN AB	\$2,455,362.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,455,362.00 from \$3,683,306.00 to \$6,138,668.00.

b) SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AB
CIN: 00000000000000000000000000000000
Acctg Data: 9700400 1320 Y660 POX20 2525 DPAC 0 5064 S12136 63766E
Increase: \$2,455,362.00
Total: \$2,455,362.00

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

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$6,138,668** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through **14 November 2010**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$6,138,668** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. **CLIN 0001 is henceforth fully funded.**
(end of clause)

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 11-Jun-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY DARPA CMO ATTN: MARK JONES MARK.JONES@DARPA.MIL 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1715		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522			5. PROJECT NO. (If applicable) S0514A	
			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0112	
			X 10B. DATED (SEE ITEM 13) 14-Aug-2009	
CODE 52302		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: mutual agreement of both parties pursuant to FAR 52.243-2				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bfalasca10740 The purpose of this modification is to issue a change order pursuant to FAR 52.243-2 and make an equitable adjustment resulting from the issuance of this change order. This modification increases the value of the contract and provides funding in the amount of \$98,000 (AO Y660/02 and Y660/03). Additionally, this modification administratively changes the Contracting Officer to Mark Jones. See Pages 2-5.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARK JONES / CONTRACTING OFFICER TEL: _____ EMAIL: markjones@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-Jun-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$98,000.00 from \$6,138,668.00 to \$6,236,668.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

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

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

The total cost of this line item has increased by \$98,000.00 from \$6,138,668.00 to \$6,236,668.00.

SUBCLIN 000103 is added as follows:

ITEM NO		AMOUNT
000103	Funding for CLIN 0001	
	AO No. Y660/02	
	ACRN AB	\$78,000.00

SUBCLIN 000104 is added as follows:

ITEM NO		AMOUNT
000104	Funding for CLIN 0001	
	AO No. Y660/03	
	ACRN AB	\$20,000.00

3. SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified as highlighted in bold:

F-2 Reports and Other Deliverables

(a) Delivery of all reports and other deliverables shall be made to the addressee specified in F-3 entitled "Report Distribution" in accordance with the following:

Item No.	Description	Due Date (on or before)
0001/0002*/0003*/0004*	Mid-Term Report	See Exhibit A CDRL
0001/0002*/0003*/0004*	Monthly Status Reports	Monthly
0001	Initial System Design Document	2 weeks prior to System Concept Review
0001	Final SDD	6 weeks prior to end of phase
0001	Technology Development	2 weeks prior to System Concept Review

0001	and Assessment Plan (TDAP) Operational System Final Hardware Requirement Study	and updated at each IPR 2 weeks prior to Phase 1 Review
0001	Delivery of ground truth data	04 October 2010
0001/0003*	Meeting Reports	As requested
0001/0003*	Technical Trade Study Reports	At quarterly IPR
0001/0003*	Major component Go/No-Go Test Reports	At quarterly IPR; final Go/No-Go testing 6 weeks prior to end of phase
0001/0003*	Component Demonstration Reports	At quarterly IPR
0001/0003*	Source code for Retriever algorithms	1 week prior to end of phase
0001/0003*	Compiled code for Retriever algorithms	1 week prior to end of phase
0002*	Final Technical Report	6 months ARO
0003*	Purchased Hardware	End of phase
0004*	All Hardware, Source Code, and Compiled Code	1 week prior to end of phase
0004*	Copies of any raw data files and ground truth data collected for hardware development purposes	2 weeks prior to end of phase

(end of clause)

F-3 Report Distribution (electronic copies preferred)

(a) Defense Technical Information Center

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

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

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

(c) DARPA/CMO
Attn: **Mr. Mark Jones**
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Mark.Jones@darpa.mil
Phone: 571-218-4858
(one copy each report)

(d) DARPA/IPTO
Attn: Dr. Brian Leininger
3701 North Fairfax Drive
Arlington, VA 22203-1714

Email: Brian.Leininger@darpa.mil
Phone: 571-218-4528
(one copy each report)

(e) DARPA/IPTO
Attn: ADPM
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Wendy.Smith@darpa.mil
(one copy each report)

(f) COR

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

(end of clause)

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

a) Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$98,000.00 from \$6,138,668.00 to \$6,236,668.00.

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

ACRN: AB
CIN: 00000000000000000000000000000000
Acctng Data: 9700400 1320 Y660 POX20 2525 DPAC 0 5064 S12136 63766E
Increase: \$78,000.00
Total: \$78,000.00

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

ACRN: AB
CIN: 00000000000000000000000000000000
Acctng Data: 9700400 1320 Y660 POX20 2525 DPAC 0 5064 S12136 63766E
Increase: \$20,000.00
Total: \$20,000.00

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

G-1 Procuring Office Representative

(a) The Procuring Office Representative is **Mark Jones, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: 571-218-4858, e-mail: Mark.Jones@darpa.mil**.

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

(end of clause)

G-6 Incremental Funding

(a) This contract shall be subject to incremental funding with **\$6,236,668** presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through 14 November 2010. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of **\$6,236,668** shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. CLIN 0001 is henceforth fully funded.

(end of clause)

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

The following has been modified as highlighted in bold:

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

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

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

(End of Summary of Changes)

SECTION B – STATEMENT OF WORK

Phase 1 (Base) SOW:

Task / SubTask	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables	Duration (Mos)	Dependencies
<p>Objective General Description: This Statement of Work (SOW) defines tasks associated with the design, development, implementation and testing of the Retriever System prototype during Phase 1 (Base). The guiding requirements for this task are the Retriever requirements specified in DARPA Retriever BAA-09-15. Each task and subtask indicates for each organization whether they are the Lead (L), with primary responsibility for that task, a major Contributor (C), a Participant (P), or have no duties for the task (blank).</p>							
Phase 1 (Base) (15 months)	1.0	Retriever Prototype System Development	(b)(4)			(b)(4)	
Systems Engineering	1.1						
System Engineering Management	1.1.1	The SAIC team shall establish and document system engineering practices in the System Engineering Plan.			Final Phase 1 Review	Monthly report	1.4.2
Requirements and Operational Concept Development	1.1.2	The SAIC team shall develop an Operational Concept for the Retriever Prototype system and validate these with the customer. A Prototype System concept design shall be developed, and a mission utility assessment shall be conducted to establish Measures of Effectiveness (MOE). Key Performance Parameters (KPPs) and Measures of Performance (MOPs) shall be defined based on the MOEs. The operational concept, KPPs, MOEs, and MOPs shall be documented in the SDD.			Final Phase 1 Review	Technical Report	1.4.2
System Architecture and Requirements Allocation	1.1.3	The SAIC team shall develop and document the system architecture. Interface requirements between components shall be defined. System Architecture, requirements, and interfaces shall be documented in the SDD.			System Concept Review and Final Phase 1	System Design Document	1.4.2

Verification and Validation	1.1.4	The SAIC team shall establish and track top-level demonstration and test objectives to determine the ability of the design to meet KPPs. System performance prediction, test plans, and test results shall be documented.	Review Final Phase 1 Review		1.3.4
Risk Management	1.1.5	The SAIC team shall identify technical, schedule, and cost risks, quantify the likelihood and consequence of the risk, and develop a risk mitigation strategy based on trade studies and experiments for each risk.	Final Phase 1 Review	TDAP update after SCR and at Final Phase 1 Review	1.1.2 1.1.3
System Development and Integration (SDI)	1.2				
Software Design	1.2.1	The SAIC team shall implement an overall software design and development process. This shall include characterization of Retriever algorithms for real-time implementation and targeted algorithm benchmarking.	Final Phase 1 Review	Monthly report	1.4.3
Hardware Design	1.2.2	The SAIC team shall implement an overall process for hardware design and development. This process shall include trade studies for hardware definition, development and test for all hardware elements of a prototype Retriever node. Additionally, it shall include the design of a network communications capability to support the deployed architecture.	Final Phase 1 Review	Monthly report	1.4.3
Test and Demonstration	1.2.3	The SAIC team shall plan and perform testing in support of system design and the Phase 1 Go/No-Go Demonstration.	Phase 1 Go/No-Go Demonstration	Technical Report	1.4.3
		The SAIC team shall participate in planning discussions with the Government team for the second data collection campaign. The SAIC team will identify and purchase commercially available Precision GPS devices for the data collection.	Delivery of ground truth data	Processed ground truth data for each of the data collection platforms	
(b)(4)					

Phase 1 Contract Kick-off	1.4.2	shall include team coordination activities, security management, IT support, program control activities and service center management. The SAIC team shall hold a Kickoff meeting with the customer at contract award.	(b)(4)	Review Kick-off meeting completion	CA
System Concept Review	1.4.3	The SAIC team shall hold a System Concept Review within 60 days of contract award and shall provide a roadmap of activities for supporting the Phase 1 effort based on the TDAP. The review shall explain the system strategy, map performance capabilities to system level requirements, document the system level requirements and provide subsystem level requirements and interface definitions. The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the prototype system design, review of system requirements and engineering activities.	(b)(4)	SCR completed	1.4.2
Phase 1 Interim Program Reviews	1.4.4	The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the prototype system design, review of system requirements and engineering activities.	(b)(4)	Completion of each individual IPR	1.4.3
Phase 1 Final Review	1.4.5	The SAIC team shall hold a Phase 1 Final Review to assess the maturity of the Retriever prototype system and readiness to proceed into Phase II. This shall include an assessment on progress, technical adequacy, and risk elements of the design. The review shall also evaluate the Retriever performance against TDAP performance requirements and successfully meeting established Phase 1 Go/No-Go criteria.	(b)(4)	Final Phase 1 Review technical report	1.2.3 1.3.4

Phase 1B (Option) SOW:

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

Task / Sub Task	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables
Option - Phase 1B {PoP= 6mos} Systems Engineering	4.0 4.1	Assessment of Similar Waveforms The SAIC team shall perform a systems engineering study on the recommended amplification or improvements to the Retriever system.	(b)(4)	Complete systems engineering assessment	Technical report
Algorithm Development	4.3	The SAIC Team shall assess the use and/or modification of Retriever algorithms to support the recommended amplification or improvement to the Retriever system.		Complete algorithm assessment and/or changes	Technical reports
Program Management	4.4	The SAIC team shall perform program management oversight tasks to support execution of this task.		Complete systems engineering and algorithm assessment	Include in Monthly status report

Phase 2 (Option) SOW:

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

Task / SubTask	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables	Duration (Mos)	Dependencies
Option - Phase 2 (18 months)	2.0	Real-Time System Development & Refinement	(b)(4)			(b)(4)	
System Engineering	2.1						
Phase 2 System Engineering Management	2.1.1	The SAIC team shall perform System Engineering for the Retriever System. The System Engineering documents developed in Phase 1 shall be updated and maintained. An interim Design Review shall be held to review requirements trades; and identify remaining design, integration, and manufacturing risks. A final Design Review shall be held to assess design maturity, plan corrective actions for hardware/software deficiencies and ensure adequate developmental testing.		Final Phase 2 Review	Monthly report	2.4.2	
Phase 2 Verification and Validation	2.1.2	The SAIC team shall assess the ability of the design to meet KPPs and validate user objectives. System performance prediction, test plans, and test results shall be documented in the SDD.		Final Phase 2 Review	SDD Update	2.2.1 2.2.2	
Phase 2 Risk Management	2.1.3	The SAIC team shall evaluate technical, schedule, and cost risks and maintain a risk register. Updates to the planned risk mitigation strategy shall be developed as warranted. Updates to risks and mitigation plans shall be documented in a TDAP revision.		Final Phase 2 Review	TDAP Update	2.4.2	
System Development and Integration (SD&I)	2.2						
Phase 2 Software Development	2.2.1	The SAIC team shall design and implement the Phase 2 real-time prototype software. The Phase 1 Retriever system shall be expanded from a non-real-time to a real-time system, and processing intensive components shall		Phase 2 Go/No-Go Demonstration	Monthly report	2.4.2	

		be migrated to specialized processing resources based on processing requirements analysis.	(b)(4)		
Phase 2 Hardware and Infrastructure Dev't	2.2.2	The SAIC team shall design and implement hardware and infrastructure for the Retriever real-time processing system. This task shall include component design, development and testing for elements of a Retriever real-time processing hardware architecture. (Exclusive of proposed RF front end hardware) Additionally, it shall include the development and testing of a communications capability to support the deployed architecture.	(b)(4)	Phase 2 Go/No-Go Demonstration	Monthly report 2.4.2
Phase 2 Test and Demonstration	2.2.3	The SAIC team shall test the Retriever real-time processing system. This testing shall be used to support processing of GFI data for algorithm refinement, interim component and system level testing efforts, and the Phase 2 Go/No-Go Demonstration.	(b)(4)	Phase 2 Go/No-Go Demonstration	Monthly report 2.2.1 2.2.1
Phase 2 System Development and Integration Technical Mgt	2.2.4	The SAIC team shall develop and integrate the subcomponents of the Retriever prototype system to support component level performance testing, and a demonstration of overall system performance capabilities against established KPP metrics. Retriever system configuration management shall be maintained throughout design, implementation, and testing.	(b)(4)	Final Phase 2 Review	Monthly report 2.4.2
Program Management	2.4		(b)(4)		
Phase 2 Program Mgt & Oversight	2.4.1	The SAIC team shall perform program management oversight tasks to support execution of Phase 2. This shall include team coordination activities, security management, IT support, program control activities and service center management.	(b)(4)	Final Phase 2 Review	Monthly report 2.4.2
Phase 2 Contract Kick-off	2.4.2	The SAIC team shall hold a Phase 2 Kickoff meeting with the customer at contract award.	(b)(4)	Kick-off meeting completion	Monthly report CA
Phase 2 Interim Program Reviews	2.4.3	The SAIC team shall provide a review of status and results of ongoing risk reduction activities, status of the real-time system design, review of system requirements and engineering activities.	(b)(4)	Completion of each individual IPR	Monthly report 2.4.2
Final Phase 2	2.4.4	The SAIC team shall hold a Final Phase 2 Review to	(b)(4)	Final	Final Phase 2.2.3

Review	demonstrate that the Retriever system shall meet the KPIs associated with the Phase 2 Go/No-Go metrics in the classified addendum.	(b)(4)	Phase 2 Review	II Review technical report	(b)(4)	2.4.2
--------	--	--------	----------------	----------------------------	--------	-------

Phase 2B (Option) SOW:

Task / SubTask	WBS	Task/Subtask Detailed Description/Approach	Primary Organization	Exit Criteria	Deliverables
Option - Phase 2B {PoP=9mos} System Dev & Integ (SD&I) Hardware Development	5.2 5.2.2	Option - Phase 2B (Prototype Retriever System) The SAIC team will design and implement hardware modifications to the Phase 2 real-time processing system. This task will include component design, development, integration and lab test of a RF hardware front end to the Phase 2 Retriever real-time system.	(b)(4)	Hardware revisions and lab bench test	Monthly Report
Test	5.2.3	The SAIC team will test the Prototype Retriever system. This testing will include a field data collection.	(b)(4)	Field data collection	Monthly Report
System Development and Integration Technical Mgt	5.2.4	The SAIC team will develop and integrate the RF front end component to the Phase 2 Retriever real-time processing system. Retriever system configuration management will be maintained throughout design, implementation, and testing.	(b)(4)	Field data collection	Monthly Report

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO P00005		3. EFFECTIVE DATE 5 OCT 2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
6. ISSUED BY DARPA CMO ATTN: MARK JONES MARK.JONES@DARPA.MIL 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A	5. PROJECT NO (If applicable)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522	9A. AMENDMENT OF SOLICITATION NO
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO HR0011-09-C-0112
	X 10B. DATED (SEE ITEM 13) 14-Aug-2009

CODE 52302 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended. is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) and mutual agreement of the parties.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor is not, is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Modification Control Number: b1alasca101095

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

As provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mark Q. Jones, PCO TEL: 571-218-4858 EMAIL: Mark.Jones@darpa.mil
15B. CONTRACTOR/OFFEROR (b)(4) (Signature of person authorized to sign)	15C. DATE SIGNED 10/05/2010
16B. UNITED STATES OF AMERICA / (b)(6) BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 5 OCT 2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified as highlighted in bold:

F-1 Term of Contract

- (a) The term of CLIN 0001 commences on the effective date of the contract and continues through **31 December 2010**.
- (b) The period of performance for Option 1, as set forth in CLIN 0002, shall be from the effective date of the option exercise to and including **6 months**.
- (c) The period of performance for Option 2, as set forth in CLIN 0003, shall be from the effective date of the option exercise to and including **18 months**.
- (d) The period of performance for Option 3, as set forth in CLIN 0004, shall be from the effective date of the option exercise to and including **9 months**.

(end of clause)

2. SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-6 Incremental Funding

- (a) This contract shall be subject to incremental funding with \$6,236,668 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through **31 December 2010**. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$6,236,668 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract. CLIN 0001 is henceforth fully funded.

(end of clause)

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

(End of Summary of Changes)