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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

		Wage Determination No.: 2005-2103
Shirley F. Ebbesen	Division of	Revision No.: 10
Director	Wage Determinations	Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36

01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41

12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40

23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94

30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARD REQUIRED TOP SECRET	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER D11PC20049		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD) 20101123
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE ManTech SRS Technologies, Inc. 3865 Wilson Blvd.; Suite 800 Arlington, VA 22203-1780		b. CAGE CODE 4L958	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS 241 18TH Street, Suite 100-A Arlington, VA 22202		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION DARPA 3701 N. Fairfax Drive Arlington, VA 22203		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT AEO SETA support.					
10. CONTRACTOR WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>		h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER <i>(Specify)</i>		
k. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>	AUTOMATED INFORMATION SYSTEMS (AIS)	<input checked="" type="checkbox"/>	

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (Specify)

See Attachment 1 / Item 12.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

See Attachment 1.

Item 11L (Con't.)

With regard to TSCM: The facility is subject to Technical Surveillance Countermeasures (TSCM) surveys by, or at the direction of, DARPA, and facility managers are required to take corrective actions in accordance with the findings of said surveys.

With regard to TEMPEST: The contractor is subject to TEMPEST counter-measures levied by the DARPA CTTA in accordance with Chapter 11 of the NISPOM. The contractor will perform a TEMPEST review in accordance with DoD 5105.21-M-1, Appendix J, titled "TEMPEST ADDENDUM TO THE FIXED FACILITY CHECKLIST", upon award of contract.

With regard to Test Plans: Submit plans no later than thirty (30) days in advance of the scheduled demonstration to the DARPA Program Manager (PM) or Program Security Officer (PSO) for approval.

With regard to SAP's: The performer is required to submit FFC's and/or SSP's via "MUSTANG" or "CAST" systems.

Item 17. (Con't.)

AEO PM - Tanya Tanner - 571-218-4373

AEO PSO - Brett Nelson - 703-812-1974

DARPA SAPCO

SID Classification Management Office

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirement to the cognizant security office. Use Item 13 if additional space is needed.)

SAP information shall be protected in accordance with the DoD Overprint to the NISPOM Supplement, dated 1 April 2004, with the exception of A.I.S. and Physical Security, which shall be protected in accordance with DCID's 6/3 and 6/9, or appropriate replacement documents. Sensitive Compartmented Information will be protected in accordance with DCID's 6/3, 6/4 and 6/9, or appropriate replacement documents.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

DARPA is responsible for inspection of all SAP materials under this contract. DIA is responsible for inspection of all SCI materials under this contract.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

Kevin Flaherty

b. TITLE

Assistant Director, SAPCO

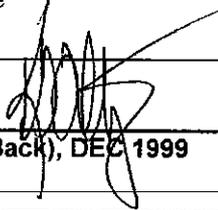
c. TELEPHONE (Include Area Code)

703-526-4113

d. ADDRESS (Include Zip Code)

DARPA
 3701 N. Fairfax Drive
 Arlington, VA 22203

e. SIGNATURE



17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

-ATTACHMENT #1 TO DD FORM 254 FOR CONTRACT #D11PC20049-

For Block 13

Items 6 & 8. Work can be performed at both facilities listed. SCI and SAP work will be performed at DARPA only.

Items 10a & 11h. Contractor is authorized the use of secure telephones (STU-III/STE) with fax. Access to classified COMSEC information requires a final U.S. Government clearance at the appropriate level. Further disclosure of COMSEC information by a contractor, to include subcontracting, requires prior approval of the contracting activity.

Item 10(e)1. The Director, DIA and Director, DARPA, have exclusive security responsibility for SCI released to the contractor or developed under this contract. SCI received by the contractor may not be released to subcontractors without written authorization of the DARPA, Contracting Officer for Security Matters.

Item 10f. IAW the NISPOMSUP, if you are experiencing difficulty in gaining access to DARPA SAP's for Senior Industry officials specifically designated to manage, administer, and oversee DoD SAP's within a company, please contact the DARPA Special Access Program Central Office (SAPCO).

Item 10j. "FOR OFFICIAL USE ONLY" (FOUO) is not a classification marking. It identifies unclassified DoD information that is exempt from public disclosure. It must not be given general circulation without receiving public release authority in accordance with Block 12, above. FOUO information will be marked, transmitted, safeguarded and disposed of in accordance with DoD Regulation 5200.1R, DoD Information Security Program.

Item 11c. Classified material generated in support of this contract shall be classified in accordance with the source material used or DARPA security classification guidance, which will be provided by the DARPA program manager. All classified information received or generated under this contract is the property of the U.S. Government. At the termination or expiration of this contract, DARPA will be contacted for proper disposition instructions.

Item 11j. The contractor shall establish an Operations Security (OPSEC) Plan in support of this contract as outlined by the DARPA Baseline Agency OPSEC Plan. Contact the Program Manager to obtain a copy of the OPSEC Plan for guidance.

Item 11i. With regard to A.I.S.: Automated Information Systems must be certified and accredited by the cognizant security agency prior to processing classified information for a DARPA program. Automated Information Systems used to store or process DARPA information that has not been cleared for public release posting must meet the requirements of DARPA Instruction No. 54 (DI54), "DARPA Unclassified Website

Administration” and associated web guide which will be provided by the DARPA program manager.

Item I2. No information, except as provided in applicable U.S. Statutes, which is classified or unclassified pertaining to this contract shall be released for public dissemination without prior written approval of DARPA. Material and information proposed for public release must be submitted at least sixty (60) days prior to the requested release date. For additional information please visit www.darpa.mil/tio.

Requests for release of information related to any DARPA Special Access Program (SAP) must be submitted through approved SAP communication channels to the DARPA Special Access Program Coordination Office (SAPCO). Within the Department of Defense, the existence of unacknowledged SAPs will not be revealed, acknowledged or affirmed to any person not accessed to the SAP. Submit requests for Public Release of information not related to DARPA SAPs to:

DARPA/TIO
3701 N. Fairfax Drive,
Arlington, VA 22203-1714
(571) 218-4235

Submit requests for Public Release of information related to DARPA SAP's to:

DARPA/SAPCO
3701 N. Fairfax Drive
Arlington, VA 22203-1714
(703) 248-7211

The following information must accompany each submission:

- 1) Requesting organizations Point of Contact information
- 2) Document title
- 3) Document Author (s)
- 4) Non-technical description of document's subject
- 5) Number of pages, or for videos number of minutes
- 6) Document Format (PowerPoint, Word, Spreadsheet, etc.)
- 7) Document Type (Briefing, Speech, Report, Abstract, Article, Internet Posting, etc.)
- 8) Event type (Conference, Principle Investigator Meeting, Press Release, etc.)
- 9) Event Title
- 10) Event Date
- 11) Desired Date
- 12) DARPA Program Manager or DARPA POC
- 13) Has a previous version or portion of this material been submitted to DARPA/TIO? Provide case number if available.

- 14) Has this material been submitted to another agency for public release? Provide POC and contact information.
- 15) Other information pertinent to this request.”

Additional:

- a. Copies of all subcontractor DD 254's should be faxed to the DARPA Classification Management Office, at 571-218-4638. Signed, scanned copies can also be emailed to: sid-clasgmt@darpa.mil.
- b. Any questions concerning this DD254 should be presented to the DARPA, AEO POC's listed in block 13, under Item 17 (Con't.).
- c. Prior to subcontracting Top Secret, Intelligence or SAP Information, the contractor will obtain concurrence from the Contracting Officer for Security Matters, DARPA.
- d. Reports of loss, compromise or suspected compromise shall be provided to the Contracting Officer for Security Matters, DARPA within 24 hours of the incident, in addition to the reporting requirements to DSS outlined in the NISPOM.
- e. All of the above security requirements, where applicable, will flow down to any subcontractors and consultants supporting this contract.

DARPA, ADAPTIVE EXECUTION OFFICE (AEO)

SETA and Administrative Support Services

Personnel Qualifications

The following personnel qualifications represent the minimum set of needed qualifications in terms of education and experience required for each labor category. All personnel performing under this contract shall meet minimum qualifications. All personnel initially proposed as Key Personnel and performing as Key Personnel under any subsequent contract are required to submit a resume in accordance with Section L of this solicitation. During contract performance, all Key Personnel changes (and personnel qualifications) shall be in accordance with the Key Personnel Clause in Section H of the contract.

Program Manager

Education: Bachelor of Science or Art degree in Physics, Chemistry, Math, or Engineering, with some management courses preferred.

Experience: At least five years as a Program Manager with demonstrated experience in a supervisory capacity responsible for highly effective support in planning developing, integrating, and executing major technology development programs for defense agencies with extensive and diversified requirements. Demonstrated experience in support of a defense agency's technology development program must include (1) establishment of a strong working relationship with numerous contractors and other government agencies involved in the program; (2) analyses of the operational benefits of a wide variety of military systems, including translation of technical improvements into mission enhancements, in support of the program; (3) tracking program efforts to rapidly identify new problems and opportunities as the program developed; (4) innovation in and rapid implementation of effective solutions; (5) development of innovative approaches for technology transfer; (6) organizing and conducting technical meetings; and (7) providing coordinated and timely responses to requests and taskings, including independently reprioritizing tasks as requirements change. Individual will have demonstrated creativity, foresight, and mature judgment in anticipating and solving unprecedented problems. At least three years experience working with DARPA Technical Office Program Managers is highly desirable.

Deputy Program Manager

Education Requirements: At least a Bachelor of Science or Art degree or 10 year's equivalent experience and some management coursework required.

Experience Requirements/Duties: This position oversees the day-to-day operations of this effort. Individual will have three-to-five years of project management, with demonstrated experience in a supervisory capacity. Individual will have demonstrated creativity, foresight, and mature judgment in anticipating and solving unprecedented problems. Individual will have demonstrated experience in organizing and conducting meetings in R&D program management topics, and in providing coordinated and timely response to technical programmatic tasking. At least three years experience working with DARPA Technical Office Program Managers is highly desirable.

Senior Scientist/Engineer

Education: Masters of Science or Art degree in Physics, Chemistry, Math or Engineering. (Published articles in Field of Expertise is highly desirable.)

Experience: At least seven years at progressively more difficult levels in planning and developing technical projects of a research and development (R&D) nature, concerned with unique or controversial problems which have an important effect on major Department of Defense programs. Demonstrated skill in conceiving, planning and conducting research in problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Demonstrated ability to make decisions independently on research and development (R&D) engineering problems and methods, and to resolve important questions and to plan and coordinate work. Demonstrated experience in the use of advanced techniques, theories, precepts, and practices in one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work. At least five years extensive experience, background and knowledge of program transition efforts is highly desirable. At least three years experience working with DARPA Technical Office Program Managers is highly desirable.

Junior Scientist/Engineer

Education: Bachelor of Science or Art degree in Physics, Chemistry, Math, or Engineering.

Experience: At least five years experience in technology assessment for military systems applications, with a basic understanding of the technologies associated with DARPA programs, program transition efforts or to the thrust areas delineated in paragraph 2.0 of the Statement of Work. Demonstrated experience must include (1) the analysis of military systems benefits derived from advanced component technologies, and (2) the ability to develop and present technology and system analyses in a form that is readily understood by both technology developers and technology users. At least one year of experience working with DARPA Technical Office Program Managers is highly desirable.

Senior Systems Analyst

Education: Masters of Science or Art degree in Physics, Chemistry, Math or Engineering. (Published articles in Field of Expertise is highly desirable.)

Experience: At least seven years experience in military systems analysis, with a broad understanding of national security issues. Demonstrated experience must include (1) the analysis of military systems benefits derived from advanced technologies, program transition efforts or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work; (2) skill and efficiency in developing and executing analysis methodologies as appropriate for unique situations with minimal reliance on complicated war games, and (3) the ability to work effectively with technology developers and technology users to facilitate technology transfer. At least five years experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work are highly desirable. At least three years experience working with DARPA Technical Office Program Managers is highly desirable.

Junior Systems Analyst

Education: At least a Bachelor of Science or Art degree in Physics, Chemistry, Math, Engineering or Computer Science.

Experience: At least two years experience in a technical program support environment including responsibility for program analysis. Demonstrated experience must include computer-related analysis, including (1) design and development of automated data processing and software tools to support complex program management requirements (including but not limited to Microsoft Word, Excel, and Power Point), and (2) analysis and preparation of high-quality computer-generated documents and graphics for technical programs. Individual must have demonstrated the ability to work independently in a technical program support environment. Demonstration of these attributes in Research and Development (R&D) in one or more technical area such as those presented in paragraph 2.0 of the Statement of Work is preferred. At least one year experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work are highly desirable. At least one year of experience working with DARPA Technical Office Program Managers is highly desirable.

Senior Program Analyst

Education: Bachelor of Science or Art degree or five years of experience in DoD.

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

Junior Program Analyst

Education: At least a Bachelor of Science or Art degree or three years of experience.

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

Senior Technical Writer

Education: A Bachelor of Science or Art degree.

Experience: At least four years experience in analyzing and preparing documentation, writing, editing, and interpreting technical documentation standards and preparing documentation accordingly. At least three years experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work are highly desirable. At least two years experience working with DARPA Technical Office Program Managers is highly desirable.

Junior Technical Writer

Education: A Bachelor of Science or Art degree.

Experience: At least two years experience in analyzing and preparing documentation, writing, editing, and interpreting technical documentation standards and preparing documentation for both technical and lay audiences. At least two years experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work are highly desirable. At least one year of experience working with DARPA Technical Office Program Managers is highly desirable.

Sr. Database/Graphics Specialist

Education Requirements: Bachelor of Science or Art degree, or four years of experience in addition to the ten years experience required below.

Experience Requirements/Duties: At least ten years of experience in the computer graphics or database design field. Provides technical computer support services including system design and development, graphics presentation, publication, technical illustration, multimedia and display graphics. Assists in preparation, design and integration of projects to support contract deliverables. May be responsible for management, planning and direction of production team.

Junior Graphic Specialist

Education: At least a High School Diploma or GED. An Associate of Arts degree or higher is preferred.

Experience: At least one year preparing visual arts, including text, illustrations, animation, and video. Must be adept in computer generated graphics including Macintosh based software packages and Power Point as well as multimedia production packages. At least one year experience working with DARPA Program Managers is highly desirable.

Principal Analyst

Education Requirements: At least a Bachelor of Science or Art degree with some management coursework preferred.

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

Mid-Level Analyst

Education: At least a Bachelor of Science or Art degree or 4 years of experience.

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

Subject Matter Expert II

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

Experience: At least ten years experience in technical or scientific fields and have expert credentials or be recognized as an authority. The individual will have demonstrated skills in conceiving, planning and conducting research and analysis in difficult technological problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Demonstration of all these attributes in R&D in one or more technical areas such as those presented in paragraph 2.0 of the Statement of Work is preferred. At least ten years extensive experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust

areas delineated in paragraph 2.0 of the Statement of Work is highly desirable. At least five years experience working with DARPA Technical Office Program Managers is highly desirable.

Subject Matter Expert I

Education: At least a Bachelor of Science or Art degree.

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

Senior Science Advisor

Education: Bachelor of Science or Art degree in a scientific or technological discipline. Master's Degree or Ph.D in a scientific or technological discipline is preferred.

Experience: At least five years experience in technical, scientific, or managerial fields providing problem definition, analysis, requirements development and implementation for complex to extremely complex technologies or technological systems. Demonstrated skill in conceiving, planning and conducting research and analysis in difficult technological problem areas of considerable scope and complexity requiring unconventional or novel approaches and sophisticated research techniques. Individual will have demonstrated ability to make decisions independently on research and development (R&D) engineering problems and methods, in resolving important questions, and planning and coordinating work. Individual will have demonstrated experience in the use of advanced techniques, theories, precepts, and practices in a scientific or technological discipline. Demonstration of all these attributes in R&D in one or more technical areas such as those presented in paragraph 2.0 of the Statement of Work is preferred. At least five years extensive experience, background and knowledge of one or more DARPA programs, preferably one that has transitioned to operational use, or programs related to thrust areas delineated in paragraph 2.0 of the Statement of Work is highly desirable. At least three years experience working with DARPA Technical Office Program Managers is highly desirable.

Administrative Assistant/Secretary

Education: At least a High School Diploma or GED.

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page 1 of 49 Pages		
2. CONTRACT (Proc. inst. ident.) NO. D11PC20049		3. EFFECTIVE DATE 12/20/2010		4. REQUISITION/PURCHASE REQUEST PROJECT NO.			
5. ISSUED BY DOI - NBC, Ft. Huachuca AZ NBC / Acquisition Services Directorate Sierra Vista Branch P.O. Box 12924 Fort Huachuca, AZ 85670-2924		CODE 00063	6. ADMINISTERED BY (If other than Item 5) CODE				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) MANTECH SRS TECHNOLOGIES, INC. 3865 WILSON BLVD. STE 800 ARLINGTON, VA 22203-1780			8. DELIVERY <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE			FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN		
11. SHIP TO/MARK FOR Tanya Tanner DARPA 3701 N. Fairfax Drive Arlington, VA 22203-1714			12. PAYMENT WILL BE MADE BY Dept of the Interior - National Business Center National Business Center - Denver Fiscal Support Section - D2730-FH 7301 W. Mansfield Denver, CO 80235-2230		ITEM G.9		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			14. ACCOUNTING AND APPROPRIATION DATA No Funding Information				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE LINE ITEM DETAIL						
15G. TOTAL AMOUNT OF CONTRACT					\$ 53,000,000.00		
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM	1	X	I	CONTRACT CLAUSES	38-48
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	9-15	X	J	LIST OF ATTACHMENTS	49
X	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE	18-19				
X	G	CONTRACT ADMINISTRATION DATA	20-25		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	26-37		M	EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) for Terry Ryan, Group President.				20A. NAME OF CONTRACTING OFFICER Lisa A. Matlocks			
19B. NAME OF CONTRACTOR By Linda Metz (Signature of person authorized to sign)		19C. DATE SIGNED 12/21/10		20B. UNITED STATES OF AMERICA By Lisa Matlocks (Signature of Contracting Officer)		20C. DATE SIGNED 12/21/10	

2. CONTRACT (Proc. inst. ident.) NO. D11PC20049
 3. EFFECTIVE DATE 12/20/2010
 4. REQUISITION/PURCHASE REQUEST PROJECT NO.
 5. ISSUED BY CODE 00063
 DOI - NBC, Ft. Huachuca AZ
 NBC / Acquisition Services Directorate
 Sierra Vista Branch
 P.O. Box 12924
 Fort Huachuca, AZ 85670-2924
 6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
 MANTECH SRS TECHNOLOGIES, INC.
 3865 WILSON BLVD, STE 800
 ARLINGTON, VA 22203-1780
 8. DELIVERY FOB Origin Other (See below)
 9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN ITEM G.9

11. SHIP TO/MARK FOR CODE DARPA
 Tanya Tanner
 DARPA
 3701 N. Fairfax Drive
 Arlington, VA 22203-1714
 12. PAYMENT WILL BE MADE BY CODE D2730
 Dept of the Interior - National Business Center
 National Business Center - Denver
 Fiscal Support Section - D2730-FH
 7301 W. Mansfield
 Denver, CO 80235-2230

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
 No Funding Information

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE LINE ITEM DETAIL					

15G. TOTAL AMOUNT OF CONTRACT \$ 53,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 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 _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
 19B. NAME OF CONTRACTOR
 By _____
 (Signature of person authorized to sign)
 19C. DATE SIGNED
 20A. NAME OF CONTRACTING OFFICER
 Lisa A. Matlocks
 20B. UNITED STATES OF AMERICA
 By _____
 (Signature of Contracting Officer)
 20C. DATE SIGNED

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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Professional, Administrative and Management Support (FFP)	0001	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)(b)(4)	(b)(4)(b)(4)
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These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

All data (i.e: reports, analysis) produced under this contract shall be the property of the Government.

The value of this CLIN shall not exceed (b)(4)(b)(4)

0002	Professional, Administrative and Management Support (T&M)	0002	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)(b)(4)	(b)(4)(b)(4)
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These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

All data (i.e: reports, analysis) produced under this contract shall be the property of the Government.

NTE (b)(4)

0002AA	Labor	0002AA	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)	(b)(4)
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Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE (b)(4)(b)(4)

0002AB	Travel	0002AB	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)	(b)(4)
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Non-personal labor services will be accomplished in accordance with attached Statement of Work (SOW)

NTE (b)(4)(b)(4)

Cost Reimbursable

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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0002AC	Other Direct Costs (ODC's)	0002AC	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)	(b)(4)
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Non-personal labor services will be accomplished in accordance with attached Statement of Work (SOW)
 NTE (b)(4)(b)(4)
 Cost Reimbursable

0003	Professional, Administrative and Management Support (CPFF)	0003	(12/20/2010 to 12/19/2015)	1.00	LO	(b)(4)(b)(4)	(b)(4)(b)(4)
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These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

All data (i.e: reports, analysis) produced under this contract shall be the property of the Government.

NTE (b)(4)(b)(4)

Total Cost: \$53,000,000.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 CONTRACT TYPE

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. All services will be obtained through the issuance of Firm Fixed Price/Time and Material or Cost-Plus-Fixed-Fee task orders. Task orders will be issued by a Contracting Officer with the Department of Interior/National Business Center, Acquisition Services Directorate, Sierra Vista Division. Offerors are advised that it is the Government's preference that task orders be issued as fixed price to the maximum extent practicable.

B.2 SERVICES AND SUPPLIES

The required services of the Statement of Work shall be provided in accordance with the requirements specified in Section C. Descriptions and Specifications and will be specifically detailed in individual task orders.

B.3 CONTRACT LINE ITEM (CLIN) DESCRIPTION

CLIN 0001- Professional, Administrative and Management Support (FFP)

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2015

CLIN 0002- Professional, Administrative and Management Support (T&M)

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2015

CLIN 0003- Professional, Administrative and Management Support (CPFF)

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2015

B.4 CONTRACT MINIMUM QUANTITY

DEFINITION. Pursuant to FAR clause 52.216-22, Indefinite Quantity, the contract minimum is specified below.

CONTRACT MINIMUM. The Government agrees to order a guaranteed contract minimum of (b)(4) per IDIQ to provide the required services for the period of performance of the initial task order.

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B.5 OPTION TO EXTEND THE TERM OF THE CONTRACT

The clause at FAR 52.217-9 is incorporated in this contract in Full Text at Section I and will flow down to individual task orders on an required basis since as there are no options applicable to this 5 year base contract.

If Task Orders require options, they will be addressed in individual task orders. Performance under these option periods shall be executed in accordance with FAR Clause 52.217-9, "Option to Extend the Term of the Contract".

B.6 PROPOSED LABOR CATEGORIES AND RATES

The Labor Categories for this effort are identified below. The rates applicable to these categories for T&M task orders only are included in the contractor's proposal which is hereby incorporated into this contract by full text. Labor rates are escalated by **4%** for years 2-5 on an annual basis as shown below.

Labor Category	Site	Year 1	Year 2	Year 3	Year 4	Year 5
1 Program Manager	Govt	(b)	(4)	(b)	(4)	(b)
2 Senior Scientist/Engineer	Govt					
3 Senior Systems Analyst	Govt					
4 Subject Matter Expert #2	Govt					
5 Subject Matter Expert #1	Govt					
6 Senior Program Analyst	Govt					
7 Senior Technical Writer	Govt					
8 Junior Program Analyst	Govt	(b)	(4)	(b)	(4)	(b)
9 Junior Technical Writer	Govt					
10 Senior Database/Graphics Specialist	Govt					
11 Junior Systems Analyst	Govt	(b)	(4)	(b)	(4)	(b)
12 Administrative Assistant/Secretary	Govt					
13 Mid-Level Analyst	Govt					
14 Deputy Program Manager	Govt					
15 Junior Scientist/Engineer	Govt	(b)	(4)	(b)	(4)	(b)
16 Junior Graphics Specialist	Govt					
17 Principal Analyst	Govt					
18 Senior Science Advisor	Govt					
19 Junior Technical Writer - OT	Govt					
20 Junior Graphics Specialist - OT	Govt					
21 Administrative Assistant/Secretary - OT	Govt					

1 Program Manager	Contr	(b)	(4)	(b)	(4)	(b)
2 Senior Scientist/Engineer	Contr					
3 Senior Systems Analyst	Contr					
4 Subject Matter Expert #2	Contr					
5 Subject Matter Expert #1	Contr					
6 Senior Program Analyst	Contr					
7 Senior Technical Writer	Contr					
8 Junior Program Analyst	Contr	(b)	(4)	(b)	(4)	(b)
9 Junior Technical Writer	Contr					
10 Senior Database/Graphics Specialist	Contr					
11 Junior Systems Analyst	Contr	(b)	(4)	(b)	(4)	(b)
12 Administrative Assistant/Secretary	Contr					
13 Mid-Level Analyst	Contr					
14 Deputy Program Manager	Contr					
15 Junior Scientist/Engineer	Contr					
16 Junior Graphics Specialist	Contr					
17 Principal Analyst	Contr					
18 Senior Science Advisor	Contr					

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19 Junior Technical Writer - OT Contr
20 Junior Graphics Specialist - OT Contr
21 Administrative Assistant/Secretary - OT Contr

(b)(4)(b)(4)

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)
ADAPTIVE EXECUTION OFFICE (AEO)
PROGRAM SETA SUPPORT

STATEMENT OF WORK DARPA, Adaptive Execution Office (AEO)

Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services

C-1.0 INTRODUCTION

The Adaptive Execution Office (AEO) in the Defense Advanced Research Projects Agency (DARPA) requires support services to assist DARPA/AEO in its technical work in the areas of Tactical Multipliers, Aeronautic, Space, Land and Unmanned Systems for Defense Applications as defined in Section 2, Technology Programs. Scientific, engineering, and technical assistance (SETA) and administrative support services are required for the existing, planned, and to be determined technology programs.

C-2.0 TECHNOLOGY PROGRAMS

The contractor shall have experience providing technical, programmatic/financial, and administrative support to DARPA/AEO for the following existing and future program thrust areas yet to be defined:

Adaptive Systems: Develop adaptive platforms and architectures to enable more effective, flexible, and mission-responsive systems. AEO's Adaptive systems thrust will support fast insertion of new DARPA technology to warfighters operations.

Operationally-Focused System Integration: Align DARPA technologies for military operational impact to yield revolutionary new mission capabilities or enable significant increases in mission effectiveness.

Accelerated System Production Technology: Optimize product development and pipeline management to accelerate the production of new hardware and software systems to be delivered to the warfighter.

Comprehensive Systems Assessment: Create new system assessment technologies and techniques to enable efficient, rigorous, and informative readiness assessments of emerging and mature DARPA technology.

Other Technical Areas: DARPA/AEO may work on other technical areas that have not been identified at this time but that the Contractor will be required to support in the future.

C-3.0 SCOPE

The scope of this effort is to provide technical, programmatic/financial, and administrative support to DARPA/AEO for existing and future DARPA/AEO programs. The contractor shall provide the necessary SETA services, materials, facilities, and travel to perform the following tasks for the above DARPA/AEO programs. This shall include:

- Assist in developing strategic and technical plans, and conduct technical analyses and assessments for DARPA/AEO programs.
- Analyze technologies and research ideas for the formulation of new programs; support the assessment of proposals, identify and translate user requirements, conduct benefit analyses of DARPA/AEO programs and technologies, and identify the military and commercial utility of new products.

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- Provide research expertise and program support of government activities with regard to procurements, schedules, and technology/system transfer efforts, program documentation reviews, and technical progress and milestone tracking.
- Assist in preparing, updating, and tracking program plans consistent with DARPA/AEO program manager's guidance and DARPA/AEO procedures.
- Prepare and track technical, schedule, financial and budgetary data to ensure that the DARPA/AEO program managers can effectively plan and administer their programs, and meet both office and agency execution benchmarks.
- Gather information and assist in preparing program approval documents and contract specific financial execution documentation such as ARPA Order/Procurement Guidance Forms (AO/PGs), Military Interdepartmental Purchase Requests (MIPRs), and other appropriate justifications.
- Assist the program managers in strategic planning of budgetary and schedule trade-offs/variance analysis during the source selection process and the life cycle of their programs.
- Assist in preparing program briefs and other program documentation.
- Provide facilities for meetings, conferences and workshops, facilitate these technical meetings, and providing feedback to the program managers.
- Provide administrative support for the source selection evaluation process.
- Maintain the DARPA/AEO program web sites and innovative web tools to facilitate technical, programmatic, and financial support to the DARPA/AEO program managers.
- Provide administrative support on-site at DARPA/AEO.
- Details for specific contractor tasking will be presented in subsequent Task Orders under the basic contract.

C-4.0 TECHNICAL REQUIREMENTS

C-4.1 DARPA/AEO SUPPORT

The contractor shall provide the technical and administrative personnel and expertise to accomplish the following subtasks:

C-4.1.1 Strategic Planning, Program Formulation and Technical Analysis

C-4.1.1.1 The contractor shall work with the program managers in developing and researching ideas for formulation of new programs within the time frame requested.

C-4.1.1.2 The contractor shall assist in developing strategic and technical plans to promote the DARPA/AEO mission within the guidelines and time frame requested by the program manager.

C-4.1.1.3 The contractor shall provide research expertise and program support of government activities with regard to procurements, schedules (technical and administrative), technical risk, user impact, and technology/system transfer efforts.

C-4.1.1.4 The contractor shall provide in-depth expertise in the assessment of proposals to determine the technical merit of proposal objectives and methodologies.

C-4.1.1.5 The contractor shall have an understanding and working relationship with the DARPA/AEO programs, government agents, performing contractors, and technical community to review and document technical progress at program reviews and to track milestones, funding profiles, and deliverables for ongoing efforts to maintain accurate records.

C-4.1.1.6 The contractor shall assist in the development and transition of technology and systems to the user community. The contractor shall support the activities of on-going and future work and be familiar with the interaction of the technology/system program with the respective community at large. This shall require identifying and translating user requirements into specific technology/system research and development objectives; illustrating the benefits of applying the technology/system to military

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equipment users and developers; identifying the military and commercial utility of new products and technology/system developments; defining system architectures and supporting subsystem performance requirements; and generating transition agreements.

C-4.1.1.7 The contractor shall conduct quantitative analyses of system mission requirements as they pertain to the potential insertion of advanced technologies; evaluate alternatives and trade-offs; evaluate costs and benefits; investigate compatibility, interoperability, and integration; and study reliability issues.

C-4.1.1.8 The contractor shall support program experiment and testing efforts, including preparation of experiment/test plans; coordination with performers, government agents, ranges and test facilities; implementation and inspection of safety requirements within the time frame requested.

C-4.1.1.9 The contractor shall assemble and manage senior advisory panels consisting of subject matter experts/consultant services and/or highly skilled personnel with specialized training and background to provide studies and assessments on a wide variety of systems and technologies.

C-4.1.1.10 The contractor shall provide the above information in progress reports and program briefing materials in accordance with DARPA guidelines and within the time frame requested.

C-4.1.2 Program Planning and Financial Processing

C-4.1.2.1 The contractor shall be familiar with the DARPA financial systems and processes such as Momentum and Momentum Monitor. The contractor shall be aware of the current business practice by each DARPA/AEO program manager for the financial execution of his or her programs. The contractor shall provide personnel expertise in preparing and tracking financial and budgetary data to ensure that the DARPA/AEO program managers can effectively plan and administer their programs and meet both office and agency execution benchmarks.

C-4.1.2.2 The contractor shall be familiar with the DARPA financial systems and processes to gather information and to prepare program approval documents and contract specific financial execution documentation such as ARPA Order/Procurement Guidance Forms (AO/PGs), Military Interdepartmental Purchase Requests (MIPR), and other appropriate justifications.

C-4.1.2.3 The contractor shall be familiar with and provide personnel expertise in preparing, updating, and tracking program plans consistent with program manager's guidance and DARPA/AEO procedures. This effort involves effective information exchange between the program managers, agents, performing contractors, and transition partners.

C-4.1.2.4 The contractor shall be familiar with the DARPA/AEO programs in order to work with the program managers in strategic planning of budgetary and schedule trade-offs/variance analysis during the source selection process as well as the life cycle of their programs.

C-4.1.2.5 The contractor shall be familiar with and provide inputs to centralized planning that consolidates performance, budget, and schedule information for existing and future DARPA/AEO programs. This effort shall include attending and understanding the technical reviews where DARPA obtains performing contractor's feedback on performance and financial issues.

C-4.1.2.6 The contractor shall review all program documentation for completeness and consistency with the program goals and broader DARPA/AEO objectives.

C-4.1.3 Program Control

C-4.1.3.1 The contractor shall evaluate program plans, work breakdown structures, milestone schedules, test results, contract status reports and other documentation to assess performance, report progress and advise actions necessary to bring programs into technical, schedule and cost compliance with stated objectives.

C-4.1.3.2 The contractor shall monitor program progress and conduct baseline and re-baseline analyses and assessments.

C-4.1.3.3 The contractor shall conduct red team reviews of programs/performers and provide recommendations for program modifications and improvements.

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C-4.1.3.4 The contractor shall conduct program risk/control assessments.

C-4.1.3.5 The contractor shall conduct verification of technical performance data.

C-4.1.3.6 The contractor shall conduct analyses of cost and schedule variances.

C-4.1.3.7 The contractor shall identify probable impacts of scope/technical changes.

C-4.1.3.8 The contractor shall collect and maintain an archive of program documents.

C-4.1.4 Conference/Meeting Planning

C-4.1.4.1 The contractor shall provide the personnel and resources necessary to provide for planning and conducting unclassified and classified (up to SECRET level) technical conferences, seminars, workshops and program reviews, as specified by the DARPA/AEO staff. The contractor shall provide services to locate and secure the conference facilities (in the Washington DC area and in various sites throughout the United States) and coordinate the conferences with other groups and individual participants.

C-4.1.4.2 Conference support services include: planning, organizing, mailings, scheduling, badging, agenda planning, conference materials, minutes of meetings and proceedings preparation, record publishing, and provision for audio visual services/equipment and security services, if required. The contractor shall help facilitate these technical meetings and provide feedback to the program managers. The contractor shall establish a logistical transfer system for next-day delivery of conference-related equipment, media storage, transparencies, or bulky documents to other government agencies. The contractor shall also create and/or arrange for, as required, display and/or exhibit materials, posters, placards and presentation articles.

C-4.1.4.3 The contractor shall provide facilities to organize, provide logistics, and host DARPA-sponsored meetings and conferences. This facility shall be within 15 minutes walking distance of the DARPA headquarters.

C-4.1.4.4 The government estimates that the number of meetings at the contractor's facilities will be approximately two to five meetings per month (~20-30 people). The government estimates that the number of meetings in the Washington D. C. Area will be two to three per month (~75-100 people). The government estimates that the number of meetings at various US sites will be two to four per year (~200-600 people). These are estimates only; specific tasking for meetings and conferences will be presented in individual Task Orders.

C-4.1.5 Program and Technical Documentation

The contractor shall provide research, writing, editing, drafting, creation of graphics, production, and technical coordination to create, maintain, and update definitive documentation for the programs as required by the DARPA/AEO program managers. This will include creating, maintaining and archiving viewgraphs, animations/movies, speeches, white papers, videotapes or other media. In addition, this may include creating and maintaining bibliographic and abstract databases, and technical documentation libraries.

C-4.1.6 Documentation Management and Control

The contractor shall manage, direct, and coordinate program documentation activities to assure these activities are compatible with technical and programmatic goals. This documentation management effort shall include:

- Building and maintaining databases in the required computer applications environment to maintain accurate, auditable records;
- Developing and maintaining a comprehensive library/technical documentation center in very close proximity (within a 20-minute delivery time) to DARPA. The library shall include secure storage for documents classified at the SECRET level. Criteria for access to the library will be controlled by DARPA. This effort shall include the use of reproduction facilities for controlled or classified documents. In addition, the contractor shall provide reference materials (e.g., topical technical journals, market studies, reference books, textbooks, etc.), related to the above technical areas and specified by DARPA/AEO. The contractor's library should include access to electronics industry databases and news. The contractor shall provide technical literature surveys and searches within the guidelines and time frame requested.
- Providing resource/reference compilation, retention, logging, reproduction, retrieval and delivery of both unclassified and controlled/classified documents;

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- Development and maintenance of a technical documentation center for storage of reports, program management data, and technical presentation material (minimum of 10 filing cabinets required); and,

- Development and maintenance of distribution and mailing lists for both classified and unclassified materials in accordance with DARPA guidelines.

C-4.2 DARPA/AEO PROGRAM SUPPORT

The contractor shall provide the technical and administrative personnel and expertise to accomplish the following subtasks:

C-4.2.1 Procurement/Solicitation Support

The contractor shall provide the necessary documentation and support for tracking DARPA/AEO procurement/solicitation activities. The contractor shall have an understanding of the government and DARPA procedures and processes for the source selection evaluation process. The contractor shall have a thorough knowledge of the DARPA/AEO source selection plan and a working relationship with the DARPA Contracts Management Office (CMO) personnel and the CMO processes and procedures. The contractor shall:

- Prepare, publish, and coordinate the DARPA/AEO solicitation documentation in accordance with FAR and DARPA requirements;
- Handle proposer inquiries, generate response letters, receive and facsimile machine (FAX)/email responses for proposer information in accordance with FAR and DARPA requirements;
- Collect, analyze, and store proposal data in a central tracking system to maintain accurate records;
- Distribute proposals to reviewers, collect responses and maintain complete action records (such as evaluation forms and summaries); and,
- Track funding decisions for selected proposals to maintain accurate records.

The contractor shall have available an advanced computerized FAX, a mailing list service, and Internet services to handle procurement activities.

For planning purposes, it is anticipated that a total of 3 procurements per year will occur. The contractor shall have available suitable storage containers for all proposal-related material. The contractor shall also have facilities available so that outside reviewers (determined by the government Contracting Officer's Representative (COR)) have access to the proposals. The contractor shall also work with the COR to arrange evaluation committee meetings and follow-up notification to the proposers. This will involve contacting committee members selected by DARPA/AEO and arranging for a meeting room, which could be at DARPA.

C-4.2.2 DARPA/AEO World Wide Web (WWW) Support

The contractor shall provide technical assistance and administrative support in updating and maintaining the DARPA/AEO Web site on the WWW by performing the following:

- Maintain the DARPA/AEO overall and individual program Web sites in accordance with DARPA guidelines;
- Update DARPA/AEO program content on the DARPA/AEO Web site within the time frame requested;
- Ensure compliance with DARPA procedures in administering the DARPA/AEO Web site;
- Create, update and maintain innovative Web tools to facilitate technical, programmatic, and financial support to the DARPA/AEO program managers.
- Create historical reviews of completed programs that will include a hard copy publication in addition to web site in accordance with DARPA guidelines and within the timeframe requested.

C-4.2.3 DARPA/AEO Program Administrative Program Support

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The contractor shall provide program support personnel on-site at DARPA/AEO. These program support personnel shall perform both general office duties (e.g., answering telephones, typing, and filing) and advanced administrative support activities that require independent judgment and a thorough knowledge of DARPA/AEO policies and procedures (e.g., Pentagon level interface, setting up and completing travel for the DARPA/AEO staff.) Program support personnel shall be familiar with PC-based software packages including, but not limited to, MS Office Suite (Word, Excel, Power Point, Outlook Calendar, Project, Internet Explorer, and Access), Informed Filler, Adobe Reader, Defense Travel System, and FileMaker Pro.

C-4.3 TRANSITION PLAN/SCHEDULE/PHASING

The contractor shall provide a detailed Transition Plan that outlines the strategy and methodology for transitioning program support services performed under this contract to assure a smooth and effective transition between the incumbent contractor and a follow-on contractor. The Transition Plan shall describe how the contractor's organization will be staffed, managed and ready to meet the requirements of transitioning the program support services at the end of the contract period. The Transition Plan shall identify the proposed approach to phase-in of management and technical personnel and the implementation of control procedures and methods. The contractor shall establish in the Transition Plan the management controls, procedures, and methods necessary to accomplish a phased transition of program support activities, including personnel staffing, subcontracting, procurement, status reporting, security arrangements, and documentation control, security, and transfer. The Transition Plan shall identify a phased schedule with a transition milestone chart. Requirements critical to transitioning shall be identified, including personnel training, security arrangements (controls and procedures) and documentation transfer (controls and procedures). The phased transition of the contractor's technical and management data shall be fully complete and operational 30 days after any follow-on contract is awarded. The Transition Plan/Schedule/Phasing document should be submitted 120 days prior to the end of the contract. The transition-out plan shall be briefed and approved by AEO not later 60-days before the end of the existing contract period and should identify and define the plan for the transition process from this contract to the follow-on effort (if applicable).

C-5.0 PERSONNEL

C-5.1 EXPERTISE REQUIREMENTS

The contractor shall provide qualified, experienced engineering and technical support personnel, management support personnel, and administrative support personnel to accomplish the tasks and deliver the services required by this Statement of Work. All contractor personnel proposed will meet the qualifications set forth in the Personnel Qualifications attachment at Section J.

C-5.2 CADRE SUPPORT

The contractor shall assign a core of permanent personnel to support the DARPA/AEO tasks described herein.

C-5.3 KEY PERSONNEL

The contractor shall appoint a Program Manager with overall responsibility for the contracted effort. The Program Manager shall be the single point of interface with the government for all matters concerning technical progress and problems, program performance, schedule, cost, resources, and other program-related matters. The contractor shall maintain an organizational chart identifying key personnel and their responsibilities. All key personnel changes shall be in accordance with the Substitution of Key Personnel Clause in Section H of this contract. Key personnel will be designated before final signature of contract.

C-5.4 SUBCONTRACTORS AND CONSULTANTS

The contractor may subcontract or otherwise obtain consultant services for the efforts defined within this Statement of Work to provide the expert talent needed to perform planning, special studies, analysis, development, integration and documentation. All subcontracted effort shall be subject to the consent requirements contained in the subcontracting clause of this contract. The contractor shall provide the manpower required to manage all subcontracts and consultant efforts and to monitor subcontractor activities to the appropriate level of detail that is required to assure timely delivery of all supplies and/or services. A report on the performance of subcontracts shall be included as part of the Monthly Status Report identified in Section C of this contract.

C-6.0 FACILITIES

Due to the requirement for quick response and close coordination between the contractor and the DARPA Adaptive Execution Office, the office's housing the contractor's key and resource personnel must be located within a 15 minute walking distance from DARPA located at 3701 North Fairfax Drive, Arlington, VA 22203. (In 2011 AEO's location will be at the intersection of Wilson Boulevard and N. Quincy Street in Arlington, VA.)

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C-7.0 SECURITY

The contractor shall prepare and maintain a comprehensive security plan to protect classified and sensitive materials associated with the Statement of Work tasks herein. All key personnel and all personnel working in DARPA spaces shall have a current Department of Defense security classification at the SECRET level. Selected personnel shall have Department of Defense security classification at the TOP SECRET/SCI level. The contractor shall comply with all security requirements contained in the DD Form 254 Contract Security Classification Specification of this contract and the terms and conditions set forth in the Security Requirements clause of FAR 52.204-02 incorporated by reference in this contract and any other Special Security Provisions contained in the contract.

C-8.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION

Government furnished property, equipment, and information, if required, will be specified in individual Task Orders.

C-9.0 TRAVEL

Any travel, if required, will be specified and authorized within individual Task Orders. Refer to Section H for additional travel requirements.

C-10.0 OPTION PERIODS

Options, if required, will be specified with Individual Task Orders Statements of Work.

C-11.0 CONTRACT DATA REQUIREMENTS LIST (CDRL) DATA ITEM DESCRIPTIONS (DIDs)

Tasks performed within the scope of this contract shall require contract end items, scientific, research, management and technical reports. The data required for each program element will be specified in each task order using DD Form 1423 or otherwise identified within the task order SOW. Many of the DIDs, which may be used over the course of the contract and applied to different deliverable requirements, are identified in the table below. (Note that these are not all inclusive.) To obtain the DD Form 1664, the contractor may refer to <http://assist2.daps.dla.mil/quicksearch/> and click on over 700 DoD agency-wide DIDs in PDF format.

TITLE DID

Contractor's Progress, Status, and Management Report: Monthly Status Report	DI-MGMT-80227
Contract Summary Report	DI-ADMN-80447
Technical Report - Study/Services	DI-MISC-80508A
Technical Information Report	DI-MISC-80652
Scientific and Technical Reports	DI-MISC-80711A
Technical Data Package	DI-CMAN-80776
Revisions to Existing Government Documents	DI-ADMN-80925
Conference Agenda	DI-ADMN-81249A
Conference Minutes	DI-ADMN-81250A
Conference Report	DI-ADMN-81308
Contract Work Breakdown Structure	DI-MGMT-81334B
Presentation Material	DI-ADMN-81373
Site Survey Report	DI-MISC-81381

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SECTION D -- PACKAGING AND MARKING

D.1 CLASSIFIED MATTER

Classified matter, if applicable, shall be packed and shipped in accordance with the transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M (for safeguarding classified information), the DD Form 254 attached to this contract, and any task order specific DD Form 254.

D.2 MARKING

Shipping documents, containers, correspondence and packages shall be marked with the following information:

Contract Number: D11PC20049

Proposal Title: DARPA Adaptive Execution Office (AEO) Systems Engineering and Technical Assistance (SETA) Support.

D.3 PACKAGING

All deliverables called for shall be packed and shipped in accordance with the best commercial practices in manner that shall afford adequate protection against physical and environmental deterioration and damage during shipment. Requirements for containers, packing and unpacking, handling and labeling, will be specified in each individual task order.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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>

Clause	Title	Date
52.246-04	Inspection of Services--Fixed-Price	August 1996
52.246-05	Inspection of Services--Cost-Reimbursement	April 1984
52.246-06	Inspection--Time-and-Material and Labor-Hour	May 2001

E.2 ACCEPTANCE OF SERVICES

The Program Manager will accept services, unless stated otherwise on an individual task order. The Program Manager will inform the Contracting Officer's Representative (COR) and Contract Administrator (CA) if the services do not conform to contract specifications.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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>

Clause	Title	Date
52.247-34	F.o.b. Destination	November 1991
52.242-15	Stop-Work Order	August 1989

F.2 DELIVERY LOCATION/ACCEPTANCE

The Contractor shall deliver to the Program Manager, Contracting Officer's Representative and the Government Contract Administrator, all invoices, problem notification reports, request for order modifications, related administrative correspondence, monthly status reports, trip reports, other direct change requests, and transmittal letters. Unless otherwise specified, the Government's inspecting and accepting authority for all deliverables will be the Program Manager.

F.3 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates difficulty in complying with any delivery dates, the Contractor shall notify the Program Manager, Contracting Officer's Representative and the Contract Administrator, in writing, no less than five (5) working days prior to the scheduled delivery date. In the written notification, the Contractor shall identify pertinent details, including the date by which they expect to make delivery. This data shall be informational in nature and receipt thereof shall not be construed as a waiver by the Government of any schedule, rights or remedy.

F.4 PERIOD OF PERFORMANCE

The period of performance for this contract is 5 years from the Effective Date shown on page 1 hereof.

The contract shall not exceed \$53,000,000. The period of performance for each individual task order will be specified within the order.

F.5 PLACE OF PERFORMANCE

Services under this contract are required to be performed primarily at the DARPA's facility and alternately at the Contractor's facility as specified in the Section C, SOW (C-6.0 Facilities).

F.6 WRITTEN DELIVERABLES

Specific written deliverables will be set forth in each individual task order. The following subparagraphs under this heading describe representative reporting requirements that may be imposed upon the Contractor in support of this contract. Deliverables will be priced with each individual task order.

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a. Trip Reports - If required by the order, the Contractor shall prepare and submit a trip report within five (5) working days after the completion of each trip. At a minimum, each trip report shall include the purpose of the trip, destination(s), dates traveled, organizations and persons contacted and a discussion of the results of the trip.

b. Monthly Progress Reports - If required by the order, the Contractor shall deliver informative, substantive monthly progress reports which detail progress during the month, problems encountered that may delay successful completion of the task deliverables and/or entire order, corrective action taken to correct the identified problem, planned activities for the succeeding month, the estimated completion dates of all significant milestones, tasks and or deliverables as they relate to the contract and order as formally modified. The report will also include financial data regarding the task. The Contractor shall delivery Monthly Progress Reports, if required, to the individuals and locations specified in each task order.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

The Contracting Officer Technical Representative for this effort is:

Tanya Tanner
DARPA Adaptive Execution (AEO)
3701 N Fairfax Drive
Arlington, VA 22203-1714

(571)218-4373 (ofc)
(703)807-0320 (fax)
Tanya.Tanner@darpa.mil

G.2 PROGRAM MANAGER

DARPA
The Program Manager for this effort is:

Tanya Tanner
DARPA Adaptive Execution (AEO)
3701 N Fairfax Drive
Arlington, VA 22203-1714

(571)218-4373 (ofc)
(703)807-0320 (fax)
Tanya.Tanner@darpa.mil

G.3 CONTRACTING OFFICER REPRESENTATIVE

CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer Representative for this effort is:

Roy Peters
Acquisition Services Directorate
National Business Center
Sierra Vista Division
520.538.0409 (ofc)
520.538.3761 (fax)
Roy_L_Peters@nbc.gov
www.aqd.nbc.gov

Delivery Address:

Augur Street (Bldg 22208, 2nd Floor)
Fort Huachuca, AZ 85613

Mailing Address:

P O Box 12924
Fort Huachuca AZ 85670-2924

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G.4 GOVERNMENT CONTRACT ADMINISTRATOR

Danielle Weed
Contract Specialist

Acquisition Services Directorate
National Business Center
Sierra Vista Division
520.533.2813 (ofc)
520.538.3761 (fax)
Danielle_T_Weed@nbc.gov
www.aqd.nbc.gov

Delivery Address:

Augur Street (Bldg 22208, 2nd Floor)
Fort Huachuca, AZ 85613

Mailing Address:

P O Box 12924
Fort Huachuca AZ 85670-2924

Address all correspondence for the Contracting Officer to the address above.

G.5 CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION

Offeror's office, which will receive payment, supervise and administer the resulting contract.

Contractor Administration:

Carmen V. Benavides
ManTech SRS Technologies, Inc.
3865 Wilson Boulevard, Suite 800
Arlington, VA 22203-1761
Telephone (703) 351-7309
Fax (571) 257-0761
Email carmen.benavides@mantech.com

G.6 CONTRACT MANAGEMENT

a. Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

b. Contract Administration. All contract administration will be performed by the Contract Specialist at the address shown in section G.4 Contract Administration. All communications pertaining to contractual administrative matters will be addressed to the Contract Specialist.

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c. Contracting Technical Officer Representative (COTR). The Contracting Officer shall designate an individual or individuals to act as the Contracting Technical Officer Representative (COTR) during the term of this contract. The COTR will represent the Contracting Officer in all technical aspects of the work and will act in a liaison capacity to coordinate activities between the Contractor and the Government as required in performance of this contract. A letter of designation will be issued to the COTR with a copy provided to the Contractor stating the responsibilities and limitations of the COTR.

d. Contracting Officer Representative (COR). The Contracting Officer shall designate an individual or individuals to act as the Contracting Officer Representative (COR) during the term of this contract. The COR will represent the Contracting Officer in all aspects of invoices and reports. A letter of designation will be issued to the COR with a copy provided to the Contractor stating the responsibilities and limitations of the COTR.

G.7 CONTRACT AUTHORITY

a. Contracting Officer's Authority. The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the Contractor.

b. Contractor's Authority.

(1) The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer Representative (COR) acting within the limits of their authority.

(2) The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies for the account of the United States of America.

G.8 PAYMENT

Payment for all supplies and services shall be made upon Government acceptance in accordance with the appropriate Payment Clause.

G.9 SUBMISSION OF INVOICES

a. Invoices shall be prepared IAW FAR 52.232-25, Alternate I, and 52.232-25, Prompt Payment Act and the contractor shall submit one (1) original invoice to the COR listed in Section G and one (1) copy of the invoice to the Contract Administrator listed in Section G of each Task Order. All invoices will be certified by the COR. The certified invoice will be sent to the payment office for processing. Uncertified invoices shall NOT be submitted directly to the payment office unless paragraph G.9.d below applies.

b. Payment Office:

U.S. Department of the Interior
National Business Center
Accounting Operations Branch -- D2730
7301 W. Mansfield Avenue
Post Office Box 272025
Denver, CO 80235-2230

e-mail: FT_Huachuca_Pay_NBCDenver@nbc.gov

Facsimile: (303)969-7245

c. The certification to be completed by the COR shall contain the following information:

Name and Address of Certifier:

Telephone Number of Certifier:

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E-Mail Address of Certifier (if none, state so):

Contract Number:

Task Order Number:

Invoice Number:

Date of Invoice:

Invoice Amount:

Signature of Certifier:

Date Certified:

d. If the cognizant Government auditor has notified the Contractor of its authorization to do so, the Contractor may submit interim invoices under this contract directly to the Payment Office identified on each task order. Such authorization does not extend to the first and final invoices. The auditor shall forward the provisionally approved original invoice to the payment office identified on the task order. A copy of the invoice shall be provided to the Government Contract Administrator, identified in Section G of the Task Order, and the Contracting Officer's Technical Representative.

G.10 TASK ORDER PROPOSALS

The Department of Interior, National Business Center, Acquisition Services Directorate, Sierra Vista Division Contracting Officer will issue task orders under the contract to accomplish the work described in Section C. Proposals will be requested as delineated below:

a. Estimation of Cost - The Contracting Officer will issue a Statement of Work or a Statement of Objectives describing the effort, place of performance, estimated completion date, equipment listing, travel and technical requirements in sufficient detail to permit an accurate estimation of cost. A proposal response time and date will be cited in the document. The Government reserves the right to issue task orders without conducting discussions.

b. Clarifications - The Contractor shall submit all requests for clarification in writing to the Contracting Officer via the Contract Administrator and furnish a copy to the Contracting Officer Representative (COR).

c. Task order proposals will be submitted in the following format:

Section 1 - Task Requirements - A narrative description of the Contractor's understanding of the purpose of the task and the functions required to satisfy the requirements.

Section 2 - Proposal Solution - A narrative description of the Contractor's proposed solution plans for performance and technical approach along with any problem areas.

Section 3 - Assumptions - The proposal shall identify any assumptions on the Contractor's part used in developing the proposal and costs. It is strongly recommended that any assumptions be clarified prior to submission of the proposal.

Section 4 - Milestones and Deliverables - The proposal shall define milestones, deliverables and schedules, and statement of the contractor's understanding of the acceptance criteria. Include a schedule for each milestone and/or deliverable with a start and completion date based upon order initiation date.

Section 5 - Travel Requirements - A detailed definition of travel to be performed, including schedule, mode of transportation, locations, duration, personnel involved and purpose for each trip.

Section 6 - Price Proposal - This section shall contain estimated costs and fixed fee proposed by the contractor and shall include a detailed breakdown of all direct and indirect costs associated with and required by each order.

All costs associated with the development, presentation and negotiation of the Contractor's proposal will be at the Contractor's expense. It is the Government's intent to issue orders for all proposals submitted, however circumstances may arise that will prevent the Government from issuing an order, i.e., funding issues, or the effort may no longer be required.

The Contractor may, in addition to responding to the approach the Government defines, submit an additional proposal if the Contractor determines another approach can more economically and efficiently accommodate the Government's requirement. In such cases, the cost of the proposal preparation shall be at the Contractor's expense.

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G.11 SUBMISSION OF SUBCONTRACTING REPORTS

The Contractor's attention is directed to Clause 52.219-9 in Section I, entitled "Small Business Subcontracting Plan", which requires the submission of the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), using the Electronic Subcontracting Reporting System (eSRS), in accordance with the instructions contained in the clause.

G.12 POSTAWARD CONFERENCE

The Contractor agrees to attend a Postaward Conference if one is scheduled by the contracting activity in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5 - Postaward Orientation.

G.13 IN-PROGRESS REVIEW (IPR)

The Contractor agrees to attend IPRs as scheduled by the contract administrator. IPRs are anticipated to be held no more than semi-annually.

G.14 TASK ORDER INSTRUCTIONS

TASK ORDER INSTRUCTIONS

Task Order Type. Firm Fixed Price (FFP), Time & Material (T&M) and/or Cost Plus Fixed Fee (CPFF) task orders will be issued under this contract.

Fair Opportunity. One or more task orders may be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the following conditions apply: (1) The agency need for the supplies or services is so urgent that providing such opportunity would result in unacceptable delays; (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; (3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or (4) It is necessary to place an order to satisfy a minimum guarantee.

Procedures. Each task order shall be placed in accordance with the following procedures:

- a. The Government requirement will be communicated to the contractor(s) in a Request For Proposal (RFP). If a Fair Opportunity Exception applies, the RFP will be issued to one Contractor. The RFP will indicate the due date for submission of Contractors proposal. It is incumbent upon the Contractor to determine the labor mix, labor categories, hours, travel, and ODCs and submit those in their task order proposal submission.
- b. If an awardee is unable to perform a requirement, the awardee may "NO BID" the task order RFP. All "NO BIDS" shall include a brief statement as to why the awardee is unable to perform.
- c. The Government will evaluate the competing task order proposals on the basis of the following factors, listed in descending order of importance: technical, past performance, and price. Technical is significantly more important than past performance, and past performance is significantly more important than price. Based on those factors, the Contractor that offers the best value to the Government will be awarded the task. The Government reserves the right to provide alternative evaluation factors or methods for any individual task order by notifying contractors in that task order RFP.

Task Order Content and Effect. Each Cost Firm Fixed Price (FFP)/ Time & Material (T&M)/Plus Fixed Fee (CPFF) task order issued will include:

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1. Effective date of order,
2. Contract and task order number,
3. Type of task order,
4. Estimate of effort,
5. Estimated total ceiling price,
6. Scope, including reference to applicable (contract) specifications,
7. Period of performance,
8. Place of performance,
9. Accounting and appropriation data, and

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

Unauthorized Work. The Contractor is not authorized to commence task performance prior to issuance of a signed TO or written approval provided by the CO to begin work.

Task Funding Restrictions. No unfunded tasks are allowed.

Task Order Issuance. Task order's will be issued by electronic mail on an OF 347, Order for Supplies and Services. However, other means of issuance may include regular mail, commercial courier, facsimile, the World Wide Web, or other similar technologies.

Incremental Funding. Task orders may be incrementally funded under the authority of DFARS Clause 252.232-7007, Limitation of Government's Obligation, FAR 52.232-22, Limitation of Funds or Payments under Time & Materials.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

Certain skilled/experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "key personnel" are those individuals identified below:

(b)(4)

The Contractor agrees key personnel shall not be removed from the contract work or replaced without compliance with the following:

(a) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the Contractor shall promptly notify the Government Contract Administrator identified in Section G. Upon concurrence of the Contracting Officer or his authorized representative, the Contractor shall promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(b) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of the approval or disapproval thereof, in writing.

H.2 SUBCONTRACTING REPORT

Subcontracting Report

In order to assure compliance with FAR 52.219-14, Limitations on Subcontracting, which requires: "At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern," the contractor shall submit a report to the Contract Administrator on 30 June and 30 December of each contract year. The report will be submitted for the period beginning on the date of contract through the 1st of the month (June and December), and shall be in the following format:

Date of Report:

Period Being Reported: Date of Contract Award through _____

Total Contract Dollars:

Total Contract Dollars Performed by Prime:

Total Contract Dollars Subcontracted:

Percentage Performed by Prime:

Percentage Performed by Subcontractors:

Certified By:

Date Certified:

If the Contractor's personnel costs are below the 50% minimum, the Contractor shall, at the same time, also provide a detailed plan to cure its failure to comply with the contract requirement as specified in FAR 52.219-14. Such plan shall be provided both to the Small Business Administration and the Contracting Officer. The Contracting Officer will then evaluate the plan to ensure its acceptability. This provision does not limit the rights and remedies of the Government under other contract provisions, including but not limited to the default or termination provisions of the contract.

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H.3 CORPORATE CHANGES

CORPORATE CHANGES

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

H.4 GOVERNMENT DATA RIGHTS

All rights to all data under this contract to include, but not limited to, reports, program briefing materials, financial and budgetary data, program planning status documents, presentations and visual aides are retained by the Government. If any restrictions are applicable at the task order level, Contractor will identify the restrictions in the task order proposal.

H.5 RESPONSIBILITY FOR GOVERNMENT INFORMATION

The contractor must protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this contract or order issued hereunder, that are not intended for public disclosure. The materials and information made available to the Contractor by the Government, or that the Contractor comes into contact with, in completing this contract or order issued hereunder, are the exclusive property of the Government. Any information or materials developed by the Contractor in the performance of this contract are also the exclusive property of the Government. Upon completion or termination of this contract or order, the contractor shall turn over to the Government, all materials (copies included) that were furnished to the Contractor by the Government, and all materials that were developed by the Contractor in the performance of this contract or order.

H.6 OMBUDSMAN

OMBUDSMAN

Per 16.505(b)(5), an ombudsman must be designated in task and delivery order, multiple-award contracts. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered. The ombudsman for this contract is located at:

DOI Office of Acquisition and Property Management
1849 C Street, N.W.
Mail Stop 1344-MIB
Washington, DC 20240

H.7 INTERRELATIONSHIPS OF CONTRACTORS

INTERRELATIONSHIPS OF CONTRACTORS

The Government has entered into contractual relationships in order to obtain technical support services in the conduct of appropriate studies, analyses and engineering activities separate from the work to be performed under this SOW, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractors through the designated COR in providing suitable, non-conflicting technical

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interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

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

H.8 NON-DISCLOSURE OF SENSITIVE, PROPRIETARY OR SOURCE SELECTION INFO

NON-DISCLOSURE OF SENSITIVE, PROPRIETARY OR SOURCE SELECTION INFORMATION

The contractor acknowledges that during the performance of this contract and any task orders issued pursuant to it, it may receive or otherwise have access to sensitive, proprietary and source selection information provided by public or private entities or by other contractors. The contractor agrees that use of such information will be limited to performance of work under this contract. The contractor further agrees it will take all necessary steps to prevent disclosure of such information to any party outside the government or to any other government support contractor who is not authorized to access or use the information or who has not signed a non-disclosure agreement.

Instruction of Employees: The contractor agrees to instruct all of its employees having access to any sensitive, proprietary or source selection information about both the nature of the information and the circumstances under which the contractor has possession of or access to it. Contractor personnel shall not engage in any action, venture or employment in which such information is used for the profit of any party or parties, other than those who supplied the information.

H.9 NOTIFICATION UNDER A COST REIMBURSEMENT CONTRACT

- a. To facilitate administration of the contract and the several provisions and clauses associated with cost/performance administration, including "Limitation of Funds," etc., the Contractor agrees to give timely notification to the Contracting Officer at any time he has reason to believe the total cost to the Government for the performance of this contract will be greater or less than the estimated cost set forth in the contract.
- b. As part of such notification, the Contractor shall provide a revised cost estimate for accomplishing the specified work including a detailed statement of costs incurred, a detailed estimate of cost to complete, and an analysis, accompanied with an explanation, for the projected variance from estimated cost at completion. In the case of a projected increase, such analysis and explanation must include a description of action(s) taken or projected by the contractor in attempting to eliminate or mitigate the increase while discharging the management role of assuring performance within cost.
- c. It is agreed by the parties that the notification contemplated above is to be accomplished only by separate written correspondence directed to the Contracting Officer and that no other form or "notification" (e.g. mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the Administrative Contracting Officer shall not constitute compliance with this requirement.

H.10 CHANGES TO LABOR CATEGORY

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

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

H.11 AWARD MADE ON BEHALF OF DOD

It shall be known that this contract is issued by the U.S. Department of the Interior on behalf of a Department of Defense Agency -- The Defense Advanced Research Projects Agency (DARPA).

H.12 CONTRACTOR FACILITIES

The contractor will use Government furnished equipment and information when available. The contractor is responsible for its off-post office facilities as required; however, contractor support will generally be accomplished on-site at Government facilities. In such cases, the Government will provide the necessary office space and administrative support systems/equipment.

H.13 TRAVEL AND PER DIEM

Travel and Per Diem required by the Contractor in the performance of this contract shall be invoiced on an actual cost basis. All travel shall be in accordance with the Joint Travel Regulation (JTR), with the exception of CLIN 0001, which is a Fixed Price contract line item. The contractor agrees to use the most economical method of travel available. Travel may require the approval of the Contracting Officer's Technical Representative. If so, it will be stated in each individual task order.

H.14 LOCAL TRAVEL

Local travel will not be reimbursed unless otherwise specified in a task order. Local travel is hereby defined to mean any and all travel within a fifty (50) mile radius of the contractor's place of business, or main place of performance.

H.15 ACQUISITION OF EQUIPMENT AND SUPPLIES

Equipment and supplies not originally proposed that cost \$3,000 or more per item shall be acquired competitively in accordance with the Federal Acquisition Regulation. If items are not available competitively, the Contractor shall submit a sole source justification to the Contracting Officer. The following information shall be included on the justification: (i) Vendor's name, (ii) Vendor's address, (iii) telephone number, (iv) business size, (v) cost of each item (to include shipping), (vi) total cost of the order, and (vii) a justification explaining why the items cannot be obtained through competition.

H.16 GOVERNMENT FURNISHED SOFTWARE

In lieu of any other warranty expressed or implied herein, the Government warrants that any programming aids and/or software packages supplied for use as Government Furnished Property will be suitable for their intended use on the system(s) for which designed. In the case of software aids and/or packages acquired by the Government from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). If the Government Furnished Software is not suitable for their intended use on the system(s) for which designed, except where property is furnished "as is", the Contractor shall notify the Contracting Officer's Representative (COR) and supply documentation regarding any defect and their affect on progress under this contract. The Contracting Officer, upon receipt of written request, shall consider equitably adjusting the delivery or performance dates of the contract, and/or price, and any other contractual provision affected by the Government Furnished Property.

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H.17 SECURITY

The Government may require security clearances up to Top Secret for performance of any order under this contract. The level of classified access required shall be identified in each individual task order requiring access to classified information. A DD-254 shall be incorporated into the contract, or each individual order prior to work being performed on any classified effort. DD-254 Security Guides may be required for some task orders.

H.18 DENIAL OF ENTRY

The Government reserves the right to terminate the entry of any Contractor employee upon disclosure of information that indicates the individual's continued entry to the installation or facility is not in the best interest of national security. Additionally, the violation of or deviation from the established security procedures by contractor employees may result in the confiscation of identification media and the denial of future entry to the installation or facility.

H.19 INCORPORATION OF SUBCONTRACTING PLAN

ManTech SRS Technologies, Inc. Subcontracting Plan, September 13, 2010, as submitted to and approved by the Contracting Office in accordance with FAR 52.219-09, is incorporated herein and shall be attached to the resulting contract award and applicable to this contract.

H.20 ORGANIZATIONAL CONFLICT OF INTEREST

ORGANIZATIONAL CONFLICT OF INTEREST (IAW FAR 9.5)

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

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

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

(2) **Access To and Use of Government Information:** If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval from the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for or accept work based on such information for a period of six months after the completion of the contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d)

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release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) **Access To and Protection of Proprietary Information:** The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of other contractors and to exercise diligent effort to protect such proprietary data from unauthorized disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement that shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in conjunction with the work under this contract.

Subcontracts: The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier when directed by the Contracting Officer. The terms "contract," "contractor," and "contracting officer" will be appropriately modified to preserve the Government's rights.

Representations and Disclosures:

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

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

Remedies and Waiver:

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

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

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

H.21 JOINT ETHICS REGULATION

The Contractor acknowledges that Government personnel are required to comply with all provisions of DoD Regulation 5500.7R, Joint Ethics Regulation (JER). The regulation restricts Government employees from engaging in a number of activities that create an appearance of impropriety or otherwise violate the law, including certain activities involving interaction with contractors and their employees. The Contractor hereby agrees to use its best efforts to prevent its employees from taking any action that could be construed as soliciting, encouraging, assisting, aiding, or abetting any Government employee to violate any provision of the JER. The contractor further agrees to provide a copy of the JER to all of its employees assigned to work under this contract in any Government owned or leased facility. It is available at no cost online at http://www.defenselink.mil/dodge/defense_ethics/index.html.

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H.22 DISCLOSURE OF INFORMATION

- a. Performance under this contract may require the contractor to access data and information proprietary to a Government agency, another Government contractor, or of such nature that its dissemination or use other than as specified in this contract would be adverse to the interests of the Government or others. Neither the contractor, nor contractor personnel, shall divulge or release data or information developed or obtained under performance of the contract except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in the contract.
- b. To the extent the contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other classified or privileged technical, business or financial information under this SOW, the contractor shall treat and protect Privacy Act information IAW any restrictions imposed on such data. Such information and materials will be protected. Access includes the functions of record management, data handling, storage, electronic transmission and physical distribution.
- c. As required by the Contracting Officer or designee, the contractor shall agree to enter into a written agreement with any firm whose proprietary data is used in conjunction with performance of this SOW. The contractor shall furnish the Contracting Officer with executed copies of such agreements, and shall not use any proprietary information for any purpose other than which it was provided.
- d. Neither the contractor nor the contractor's employees shall disclose, or cause to be disseminated, any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operation.
- e. All inquiries received by the contractor for information concerning work performed under this contract shall be referred to the Government for evaluation. The determination of whether records will be released will remain with the Government. The contractor shall assist the COR in compiling information or records for submission upon request by the Government.
- f. The contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract or any phase of any program there under without the prior written approval of the COR. All documentation showing individual's names or other personal information shall be controlled and protected.
- g. The contractor shall use any data furnished by the Government only for performance under this SOW, and shall return copies of such data to the Government upon completion of this effort.
- h. Data pertaining to other contracts/services may reside on IT systems utilized or accessed by other Government organizations where contractor personnel may be performing. Contractor personnel shall in no way divulge this information or use this information for their gain. The contractor shall notify the Contracting Officer of any potential conflicts of interest.
- i. All contractor personnel shall sign non-disclosure agreements to protect all Government information to which they have access both during and after contract performance is completed. The non-disclosure agreements will provide that the contractor's employees will not disclose the information at any time.

H.23 DOD INFORMATION ON NON-DOD INFORMATION SYSTEMS

Assistant Secretary of Defense Directive-Type Memorandum (DTM) 08-027, Security of Unclassified DoD Information on Non-DoD Information Systems, dated July 31, 2009, sets forth the policy on the protection of information owned by the Department of Defense (DoD) or operated on the behalf of DoD on non-DoD information systems. DoD established this policy in accordance with the authority in 35 U.S.C § 44, DoD Directive 5144.1, DoD Directive 5230.09, DoD Instruction 8510.01 and DoD Manual 5220.22-M. This DTM mandates that contractors protect DoD information and DoD information systems appropriately. Attachment 2 of this DTM lists the specific requirements regarding appropriate protection of such information.

Under this contract, the contractor will: (1) receive information that DoD provides; or (2) collect, develop, receive, transmit, use or store information in support of an official DoD activity. Therefore, the contractor shall ensure that all contractor employees know and understand the requirements regarding the protection of DoD information. Moreover, the contractor shall ensure that all of its employees and agents, as well as employees and agents of any subcontractor, comply with all of these requirements.

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The contractor shall disseminate such information to the extent required to further the contract objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. The contractor shall not process DoD information on public computers or computers that do not have access control. Moreover, the contractor shall protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control. The contractor shall sanitize media (e.g., overwrite) before external release or disposal. The contractor shall encrypt all information that has been identified as controlled unclassified information (CUI), when it is stored on mobile computing devices (such as laptops and personal digital assistants) or removable storage media (such as thumb drives and compact disks) using the best available encryption technology.

The contractor shall limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection. The contractor shall transmit e-mail, text messages and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption and Transport Layer Security (TLS). The contractor shall encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, the contractor shall encrypt application files (e.g., spreadsheet and word processing files) using at least application-provided password protection level encryption. The contractor shall transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

The contractor shall not post DoD information on website pages that are publicly available or have access limited only by domain or internet protocol restriction. The contractor may post such information on website pages that control access by user identification or password, user certificates or other technical means and provide protection via use of TLS or other equivalent technologies. The intranet may also provide access control.

The contractor shall provide protection against computer network intrusions and data exfiltration, minimally including the following: (1) current and regularly updated malware protection services, e.g., anti-virus, anti-spyware; (2) monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services; and (3) prompt application of security-relevant software patches, service packs and hot fixes.

The contractor shall comply with other current federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled) as specified in this contract. The contractor shall report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

H.24 NO-COST SETTLEMENT

If the parties agree to negotiate a so-called 'no-cost settlement' in lieu of a termination for default by either party or for convenience by the Government, then the following terms shall be included in such bilateral settlement agreement without further negotiation:

- A. The Government shall pay all unpaid allowable costs that have been incurred by the Contractor as of the date of the notice of termination;
- B. The Government shall neither pay nor be liable for any anticipatory profits or consequential damages resulting from the termination of this contract or any subcontract, including, without limitation, accounting, legal, clerical, or other fees and/or expenses for the preparation of settlement proposals and supporting data; and
- C. The maximum amount payable under the no-cost settlement shall be further limited by the total amount of Government funds that have been properly obligated by this contract under the provisions of 31 U.S.C. § 1501(a)(1) as of the date of the notice of termination.

All other rights and remedies of the parties that are consistent with the mandatory terms of any no-cost settlement agreement set forth above shall remain extant and unaffected by this Special Contract Requirement.

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H.25 REPRESENTATION & CERTIFICATIONS OF OFFERORS

The following will not be distributed with the contract; however, the documents are incorporated by reference and form a part of the resultant contract as though furnished in full text therewith:

ORCA Certifications

Section K - Representations, Certifications and Other Statements of Offerors dated 13 September 2010.

H.26 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIONS

The Contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all Federal, State, Municipal, County and local Board of Health ordinances, rules and regulations applicable to the business carried on under this contract, and be responsible for all applicable State Sales and Use Taxes.

H.27 HOURS OF WORK/OVERTIME

If a requirement necessitates that Contractor personnel work on-site at a Government facility, the Contractor shall schedule the work hours of all on-site contractor personnel in a manner that shall provide maximum responsiveness to the Government's requirements. The Contracting Officer or the Contracting Officer's Technical Representative shall approve all overtime prior to it being performed.

H.28 CONTRACTOR PERSONNEL ADMINISTRATION

a. The contractor shall ensure contractor personnel under this contract are not placed in a position:

- (1) Where they are appointed or employed by government personnel or under the supervision, or direction of government personnel or evaluation of Government personnel military or civilian;
- (2) Of staff or policy-making for the government;
- (3) Of command, supervision, administration, or control over U.S. Government military or civilian personnel or of other contractors, or become a part of the Government organization;
- (4) Involving administration or supervision of military procurement activities; or
- (5) To establish requisitioning objectives, stockage lists, or direct supply channels to a manufacturer or others to circumvent established Department of the Army supply channels.

b. The services performed under this contract do not require the contractor or their employees to exercise personal judgment and discretion on behalf of the Government, but rather, the contractor employees shall act and exercise personal judgment and discretion on behalf of the contractor.

c. Key Personnel:

- (1) The contractor shall notify the Contracting Officer prior to making any changes in key personnel. Key personnel are defined as:
 - (i) Personnel identified in the proposal as key personnel to be assigned for participation in the performance of the contract; or
 - (ii) Individuals who are designated as key personnel by agreement of the government and the contractor during negotiations.

d. The contractor shall comply with DOD Directive 5500.7R, Joint Ethics Regulation and shall report any violation of this directive to the Contracting Officer.

H.29 LEGAL FEDERAL HOLIDAYS

Government Federal holidays are as follows:

New Year's Day	1st day of January.
Martin Luther King Jr's Birthday	3rd Monday of January.

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Presidents Day	3rd Monday of February.
Memorial Day	Last Monday of May.
Independence Day	4th day of July.
Labor Day	1st Monday of September.
Columbus Day	2nd Monday of October.
Veteran's Day	11th day of November.
Thanksgiving Day	4th Thursday of November.
Christmas Day	25th day of December.

a. The contractor shall not schedule work on the installation on federal holidays that would require a federal employee to be present, unless coordinated by the COR. Federal holidays will be observed as prescribed in 10 U.S.C. 6103.

H.30 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT OR INFORMATION

Government Furnished Property/Equipment or Information

At the sole discretion of the Government, government furnished property or equipment (GFP or GFE) may be provided to support individual task orders. If GFP/GFE is provided, the Contractor is subject to the requirements of DARPA Instruction 12, "Property and Equipment Accountability". This applies if the contractor is receiving GFE from DARPA as opposed to receiving them through purchases in their contract or from their company. Examples are computers, laptops, supplies, furniture, etc. Such property/equipment will be returned to the Government upon conclusion of the contract or as specified by the Contracting Officer, in writing.

At the sole discretion of the Government, Government furnished information (GFI) may be provided for use in the performance of individual task orders. If GFI is provided, such information will be returned to the Government upon conclusion of the contract or as specified by the Contracting Officer, in writing.

H.31 CONTRACTOR USE OF GOVERNMENT EQUIPMENT

The contractor is reminded that, in addition to the "Government Property" clause(s) included in this contract, there are substantial restrictions on the use of Government property. Any property so provided shall only be used for contract performance-related purposes. For example, information resources (computers, telephones, facsimile machines, etc.) shall not be used for activities such as accessing pornographic materials/websites, personal business, playing games, or "surfing" the internet. Prior to beginning performance under this contract, the contractor shall instruct each employee on the proper use of Government property. As each new employee is hired, they shall also be briefed before performing work under this contract. Each employee should also be informed that use of Government information resources constitutes consent to monitoring/search. A copy of the content of the briefing shall be submitted to the Contracting Officer prior to the contract start date. A record of who was briefed, and when, shall be kept in a file that shall be made available to the Contracting Officer or Contracting Officer Representative upon request.

H.32 DIAPR CONTRACTOR PERFORMANCE ASSESSMENT JULY 2010
2010-14 REPORTING SYSTEM
AMENDM
ENT 1

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

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(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

H.33 DIAPR AUTHORITIES AND DELEGATIONS (MAY 2010)
2010-18

MAY 2010

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Technical Representative (COTR) at time of award. The COTR will be responsible for technical monitoring of the contractor's performance and deliveries. The COTR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COTR for this contract will be:

Tanya Tanner
DARPA Adaptive Execution (AEO)
3701 N Fairfax Drive

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Arlington, VA 22203-1714

(571)218-4373 (ofc)
(703)807-0320 (fax)
Tanya.Tanner@darpa.mil

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	October 2010
52.203-13	Contractor Code of Business Ethics and Conduct	April 2010
52.203-14	Display of Hotline Poster(s)	December 2007
52.204-02	Security Requirements	August 1996
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.204-09	Personal Identity Verification of Contractor Personnel	September 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	October 2010
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 2010
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 2010
52.215-12	Subcontractor Cost or Pricing Data	October 2010
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 2010
52.215-15	Pension Adjustments and Asset Reversions	October 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 2010
52.215-23	Limitations on Pass-Through Charges.	October 2009
52.216-07	Allowable Cost and Payment	December 2002
52.216-08	Fixed Fee	March 1997
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	July 2005
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09 Alt II	Small Business Subcontracting Plan (Jan 2002) - Alternate II	October 2001
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-28	Post-Award Small Business Program Representation	April 2009
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of	September 2010

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	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-41	Service Contract Act of 1965	November 2007
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	September 2009
52.222-50	Combating Trafficking in Persons	February 2009
52.222-54	Employment Eligibility Verification	January 2009
52.223-05	Pollution Prevention and Right-to-Know Information	August 2003
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01	Authorization and Consent	December 2007
52.227-02	Notice and Assistance Regarding Patent and Copy Infringement	December 2007
52.227-11	Patent Rights--Ownership by the Contractor	December 2007
52.228-07	Insurance--Liability to Third Persons	March 1996
52.229-03	Federal, State, and Local Taxes	April 2003
52.230-02	Cost Accounting Standards	October 2010
52.230-06	Administration of Cost Accounting Standards	June 2010
52.232-01	Payments	April 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	February 2007
52.232-08	Discounts for Prompt Payment	February 2002
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	October 2010
52.232-18	Availability of Funds	April 1984
52.232-20	Limitation Of Cost	April 1984
52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	October 2008
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	February 2002
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest after Award	August 1996
52.233-03 Alt I	Protest after Award (Aug 1996) - Alternate I	June 1985
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity of Services	January 1991
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.243-02 Alt II	Changes--Cost Reimbursement (Aug 1987) -Alternate II	April 1984
52.243-03	Changes--Time-and-Material or Labor-Hours	September 2000
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	September 2010
52.245-01	Government Property	August 2010
52.245-02	Government Property Installation Operation Services	August 2010
52.245-09	Use And Charges	August 2010
52.246-23	Limitation of Liability	February 1997
52.246-25	Limitation of Liability--Services	February 1997

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(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240."

I.9 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCTOBER 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.

(c) 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).

I.10 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the start date of the award through the last day of period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.11 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$5,000,000.00; or
- (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.12 52.216-22 INDEFINITE QUANTITY

OCTOBER 1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after date to be determined at the time of award, but will not exceed after 12 months past the expiration date of the IDIQ contract.

I.13 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 day.

(End of clause)

I.14 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years and 6 months.

(End of clause)

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I.15 52.222-02 PAYMENT FOR OVERTIME PREMIUMS

JULY 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * 0 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 subparagraph (a)(1) through (a)(4) of the clause.

I.16 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 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/vffar1.htm>

I.17 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 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 Department of Interior Acquisition Regulation Supplement (DIARS) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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I.18 DFARS CLAUSES

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

Incorporate By Reference: The below referenced DFARS clauses are applicable, will be incorporated in, and will form a part of the resultant contract as though furnished in full text herewith:

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 2004)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004	CCR 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)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
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)
252.215-7004	Excessive Pass-Through Charges (May 2008)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Apr 2007)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.225-7001	Buy American Act and Balance of Payments Program (Jan 2009)
252.225-7002	Qualifying County Sources as Subcontractors (Apr 2003)
252.225-7003	Report of intended performance outside the United States and Canada-submission with offer (Dec 2006)
252.225-7004	Report of intended performance outside the United States and Canada-submission with offer (May 2007)
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside of the United States. (May 2007)
252.225-7012	Preference for Certain Domestic Commodities (Dec 2008)
252.226-7001	Utilization of Indian Organizations, 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)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (June 1995)
252.227-7019	Validation of Asserted Restrictions-Computer Software (Jun 1995)
252.227-7020	Rights in Special Works (Jun 1995)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030	Technical Data - Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sept 1999)
252.227-7039	Patents--Reporting of Subject Inventions (Apr 1990)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7010	Levies on Contract Payments (Dec 2006)
252.242-7004	Material Management and Accounting System (Jul 2009)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustment (Mar 1998)

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NOTE: Full text versions may be accessed electronically at this/these address(es):

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

I.19 52.244-02 SUBCONTRACTS

JUNE 2007

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

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(b)(4)
(b)(4)
(b)(4)

(End of clause)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ATTACHMENTS

Attachment 1- WD 05-2103 (Rev. 10) dated 6/22/2010

Attachment 2 - DD Form 254 (5 pages)

Attachment 3- Personnel Qualifications (6 pages)

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/20/2010		2. CONTRACT NO. (If any) D11PC20049		6. SHIP TO: Tanya Tanner	
3. ORDER NO. D11PD20023		4. REQUISITION/REFERENCE NO. SZ110118		a. NAME OF CONSIGNEE DARPA	
5. ISSUING OFFICE (Address correspondence to) DOI - NBC, Ft. Huachuca AZ NBC / Acquisition Services Directorate Sierra Vista Branch, P.O. Box 12924 Fort Huachuca AZ 85670-2924				b. STREET ADDRESS 3701 N. Fairfax Drive	
7. TO:		c. CITY Arlington		d. STATE VA	e. ZIP CODE 22203-1714
a. NAME OF CONTRACTOR				f. SHIP VIA	
b. COMPANY NAME MANTECH SRS TECHNOLOGIES, INC.				8. TYPE OF ORDER	
c. STREET ADDRESS 3865 WILSON BLVD, STE 800				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 22203-1780		
9. ACCOUNTING AND APPROPRIATION DATA 2011 - - WH - 6941 - - 255D - - WHDRP - - - Z944A0 - - 1A - - - -				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL			\$	\$	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Roy L. Peters					
	a. NAME DOI - NBC, Ft. Huachuca AZ				\$100,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) NBC / Acquisition Services Directorate, Sierra Vista Division, P.O. Box 12924					
c. CITY Fort Huachuca	d. STATE AZ	e. ZIP CODE 85670-2924				

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Lisa A. Mattocks
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/20/2010	CONTRACT NO. D11PC20049	ORDER NO. D11PD20023
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Professional, Administrative and Management Support (T&M)</p> <p>These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.</p> <p>All data (i.e.: reports, analysis) produced under this contract shall be the property of the Government.</p> <p align="center"><i>Start Date</i> <i>End Date</i> 12/20/2010 12/19/2011</p> <p>Reference Requisition: SZ110118</p>	0.00		\$ (b)(4)	\$ (b)(4)	
0001AA	<p>Labor (T&M) Base Year</p> <p>Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 12/20/2010 12/19/2011</p> <p>Reference Requisition: SZ110118</p>	1.00	ea	\$ (b)(4)	\$ (b)(4)	
0001AB	<p>Travel (T&M) Base Year</p> <p>Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 12/20/2010 12/19/2011</p> <p>Reference Requisition: SZ110118</p>	1.00	ea	\$ (b)(4)	\$ (b)(4)	
0001AC	<p>ODC (T&M) Base Year</p> <p>Non-personal labor services will be accomplished in accordance with Statement of Work (SO)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 12/20/2010 12/19/2011</p> <p>Reference Requisition: SZ110118</p>			\$ (b)(4)	\$ (b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$100,000.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 CONTRACT LINE ITEM (CLIN) DESCRIPTION

CLIN 0001- Professional, Administrative and Management Support (T&M) Base Period

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2011

SubCLIN 0001AA - Labor (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2010- December 19, 2011

SubCLIN 0001AB - Travel (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2011

CLIN 0002- Professional, Administrative and Management Support (T&M) Option 1

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2011- December 19, 2012

SubCLIN 0002AA - Labor (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2011- December 19, 2012

SubCLIN 0002AB - Travel (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2011 - December 19, 2012

CLIN 0003- Professional, Administrative and Management Support (T&M) Option 2

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2012 - December 19, 2013

SubCLIN 0003AA - Labor (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2012 - December 19, 2013

SubCLIN 0003AB - Travel (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2012 - December 19, 2013

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CLIN 0004 - Professional, Administrative and Management Support (T&M) Option 3

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2013- December 19, 2014

SubCLIN 0004AA - Labor (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2013- December 19, 2014

SubCLIN 0004AB - Travel (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2013 - December 19, 2014

CLIN 0005- Professional, Administrative and Management Support (T&M) Option 4

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2014- December 19, 2015

SubCLIN 0002AA - Labor (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2014- December 19, 2015

SubCLIN 0002AB - Travel (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2014 - December 19, 2015

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK

Defense Advanced Research Agency (DARPA)
Adaptive Execution Office (AEO)
SETA PM Support for New Concepts / Program Development

1.0 SCOPE

The goal of the New Concept/Program Development SETA effort is to provide support to the Adaptive Execution Office in developing, assessing, and characterizing ideas for new programs in AEO. This is an ongoing effort among all AEO program managers, requiring outside research, technical, and program support to develop and refine new ideas as they are proposed. Issues addressed by the SETA contractor include feasibility assessments of new technologies, development of system concepts, justification for new program implementation, evaluation of benefits to military users and ancillary commercial sector impacts, support of program definition, financial analyses and strategies for transition to the Services.

2.0 TECHNICAL REQUIREMENTS

The contractor shall provide the personnel, facilities, services, and travel to support AEO in all aspects of preparing for new program starts. In performing under this SOW, the contractor shall perform the following for new concepts/program starts that come to bear during the period of performance.

2.1 Perform Technical Research

The contractor shall provide assessments of proposed technical ideas, system applications and concepts, technical and performance analyses, and related documentation for program formulation. The contractor shall identify state-of-the-art and technical challenges for new concepts/programs. The contractor shall convene study panels and advisory groups to conduct technology and systems evaluations.

2.2 Develop Military Requirements

The contractor shall perform analyses and provide inputs to AEO program managers for determining military requirements for development of new systems (and/or upgrades for existing systems) including formulation of concepts of operation. The contractor shall coordinate with appropriate military commands in identifying and/or refining requirements.

2.3 Perform Benefits Analysis

The contractor shall perform analyses to estimate the benefits from new program ideas that will accrue to the military user. These analyses may include affordability, performance improvements, operational effectiveness, and may be coordinated with the appropriate military organizations in order to solicit their inputs and support.

2.4 Develop Program Plans

The contractor shall provide inputs to AEO PMs for formulating and maturing new programs, and shall coordinate with appropriate Military POCs and contractors to develop preliminary program plans, including objectives, implementation and acquisition strategies, budgets, milestones, schedules and transition opportunities for the proposed new AEO programs.

2.5 Prepare Documentation and Briefing Materials

The contractor shall develop and prepare documentation and accompanying briefing materials to describe new programs to senior decision makers within DARPA as well as the services and industry. The contractor shall develop and prepare documentation to support the identification, collection, and analysis of information and ideas for new concept development. This may include funding actions for studies by other organizations, reports for current state-of-the-art in a technology/system area, tracking and reporting of technological developments/performance progress for an area of interest.

2.6 Reports

2.6.1 Progress Reports: The contractor shall submit progress and status reports, as required.

2.6.2 Performance Reports: The contractor shall submit performance reports, as required.

2.6.3 Briefings & Reports: The contractor shall prepare technical briefings and reports, as required.

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2.6.4 Summary Reports: The contractor shall submit a summary activity report at the conclusion of each new start program support activity, as required.

3.0 GOVERNMENT FURNISHED INFORMATION / EQUIPMENT / FACILITIES:

3.1 Government Furnished Information:

The government will provide the contractor access to information and documentation on the current program including contracts, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request.

3.2 Government Furnished Equipment: None

3.3 Government Furnished Facilities: None

4.0 TRAVEL

Travel requirements will not be known until the new program initiatives have been identified. Because the travel requirements are not known at this time, the contractor shall budget an allowance to cover travel throughout the period of performance.

5.0 OTHER

5.1 Security:

The majority of the work will be unclassified. Elements of this program will be at the SECRET level. Some activities may require technical participants to have SCI clearances.

5.2 Place of Performance:

The place of performance will be at the contractor's facility.

5.3 Technical Point of Contact

The DARPA Program manager responsible for the technical aspects this Program is:

Tanya Tanner
Adaptive Execution Office
Arlington, VA 22203
(571) 218-4373
Tanya.Tanner@darpa.mil

5.4 Period of Performance:

The period of performance is anticipated to be one year, with four one-year options.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of \$100,000.00 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until February 28, 2011.

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

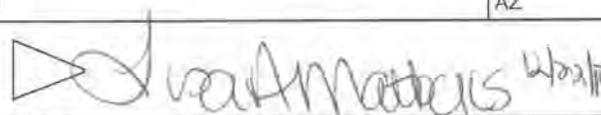
1. DATE OF ORDER 12/21/2010	2. CONTRACT NO. (If any) D11PC20049	6. SHIP TO: Tanya Tanner		
3. ORDER NO. D11PD20027	4. REQUISITION/REFERENCE NO. SZ110127	a. NAME OF CONSIGNEE DARPA		
5. ISSUING OFFICE (Address correspondence to) DOI - NBC, Ft. Huachuca AZ NBC / Acquisition Services Directorate Sierra Vista Division, P.O. Box 12924 Fort Huachuca AZ 85670-2924		b. STREET ADDRESS 3701 N. Fairfax Drive		
7. TO:		c. CITY Arlington	d. STATE VA	e. ZIP CODE 22203-1714
a. NAME OF CONTRACTOR Carmen Benavides		f. SHIP VIA		
b. COMPANY NAME MANTECH SRS TECHNOLOGIES, INC.		8. TYPE OF ORDER		
c. STREET ADDRESS 3865 WILSON BLVD, STE 800		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
d. CITY ARLINGTON	e. STATE VA	<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail		10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL			\$	\$	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO: Roy L. Peters				
	a. NAME DOI - NBC, Ft. Huachuca AZ				\$350,000.00
	b. STREET ADDRESS (or P.O. Box) NBC / Acquisition Services Directorate, Sierra Vista Division, P.O. Box 12924				
c. CITY Fort Huachuca	d. STATE AZ	e. ZIP CODE 85670-2924		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature) 

23. NAME (Typed)
Lisa A. Mattocks
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/21/2010	CONTRACT NO. D11PC20049	ORDER NO. D11PD20027
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Professional, Administrative and Management Support (T&M)</p> <p>These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA): Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.</p> <p>All data (i.e: reports, analysis) produced under this contract shall be the property of the Government.</p> <p align="center"><i>Start Date</i> <i>End Date</i> 12/20/2010 12/19/2011</p> <p>Reference Requisition: SZ110127</p>	1.00	ea	\$ (b)(4)	\$ (b)(4)	(b)(4)
0001AA	<p>Labor (T&M) Base Year</p> <p>Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)</p> <p>NTE: (b)(4)</p> <p align="center"><i>End Date</i> 12/19/2011</p> <p>Reference Requisition: SZ110127</p> <p>Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - Z944A0 - - 1A - - (b)(4)</p> <p>2011 - - WH - 6941 - - 255D - - WHDRP - - - Z944B0 - - 1A - - (b)(4)</p>	1.00	ea	\$ (b)(4)	\$ (b)(4)	(b)(4)

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ (b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/21/2010	CONTRACT NO. D11PC20049	ORDER NO. D11PD20027
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001AB	Travel (T&M) Base Year Non-personal labor services will be accomplished in accordance with Statement of Work (SOW) NTE: (b)(4) <div style="text-align: right;"><i>End Date</i> 12/19/2011</div> Reference Requisition: SZ110127 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - Z944B0 - - 1A - (b)(4)	1.00	ea	\$ (b)(4)	\$ (b)(4)	
0001AC	ODC (T&M) Non-personal labor services will be accomplished in accordance with Statement of Work (SOW) NTE (b)(4) <div style="text-align: right;"><i>End Date</i> 12/19/2011</div> Reference Requisition: SZ110127	1.00	ea	\$ (b)(4)	\$ (b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17I) ⇒ (b)(4)

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 CONTRACT LINE ITEM (CLIN) DESCRIPTION

CLIN 0001- Professional, Administrative and Management Support (T&M) Base Period

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2011

SubCLIN 0001AA - Labor (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)(b)(4)

POP: December 20, 2010- December 19, 2011

SubCLIN 0001AB - Travel (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2010- December 19, 2011

SubCLIN 0001AC - ODCs (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2010- December 19, 2011

CLIN 0002- Professional, Administrative and Management Support (T&M) Option 1

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2011- December 19, 2012

SubCLIN 0002AA - Labor (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2011- December 19, 2012

SubCLIN 0002AB - Travel (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2011 - December 19, 2012

SubCLIN 0002AC - ODCs (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2011- December 19, 2012

CLIN 0003- Professional, Administrative and Management Support (T&M) Option 2

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2012 - December 19, 2013

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SubCLIN 0003AA - Labor (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2012 - December 19, 2013

SubCLIN 0003AB - Travel (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2012 - December 19, 2013

SubCLIN 0003AC - ODCs (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2012- December 19, 2013

CLIN 0004 - Professional, Administrative and Management Support (T&M) Option 3

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2013- December 19, 2014

SubCLIN 0004AA - Labor (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2013- December 19, 2014

SubCLIN 0004AB - Travel (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2013 - December 19, 2014

SubCLIN 0004AC - ODCs (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2013- December 19, 2014

CLIN 0005- Professional, Administrative and Management Support (T&M) Option 4

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office, Scientific, Engineering and Technical Assistance (SETA) & Administrative Support Services" undated and as specified in resulting individual task orders.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: December 20, 2014- December 19, 2015

SubCLIN 0005AA - Labor (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)

POP: December 20, 2014- December 19, 2015

SubCLIN 0005AB - Travel (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2014 - December 19, 2015

SubCLIN 0005AC - ODCs (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: December 20, 2014- December 19, 2015

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Total Task Order Value including all Options is \$6,002,693.00.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA)
ADAPTIVE EXECUTION OFFICE (AEO)
OFFICE ADMINISTRATIVE, PROGRAMMATIC, WEB, AND FINANCIAL SUPPORT

1.0 SCOPE: The Adaptive Execution Office (AEO) in the Defense Advanced Research Projects Agency (DARPA) requires support services to assist in providing programmatic, financial, and administrative support to DARPA/AEO. The contractor shall provide the necessary SETA services, materials, facilities, and travel to perform the following tasks for DARPA/AEO as an office. This support is considered part of the AEO front office staff that supports management of general office missions, and existing and future DARPA/AEO programs.

2.0 BACKGROUND: AEO promotes adaptability in DoD by getting additional revolutionary technologies to the field more quickly and by advancing technologies that will help us build in adaptability from first principles. The objective of this task is to provide programmatic/financial and administrative support to AEO as an office, including support related to the office-level management of existing programs and development of future program thrust areas yet to be defined.

3.0 REQUIREMENTS: The contractor shall provide the personnel and expertise to accomplish the following subtasks:

3.1 Office Financial, Programmatic, Documentation Management and Program Control: The contractor shall, in accordance with AEO guidance and applicable DARPA Instructions:

- " Assist the ADPM with development of technical, financial, and programmatic materials necessary to perform oversight of AEO programs
- " Assist in preparation and draft of Memorandum of Agreements (MOA)
- " Assist in preparation of program documentation (including Program Approval Document (PAD), program briefs and quad charts)
- " Assist in preparation, creation, and coordination of ARPA Orders/Program Guidance,
- " Assist in planning, organization, and execution of Quarterly In-Progress Reviews (QPR)
- " Assist in performing financial management tasks, such as monitoring obligation and expenditure rates
- " Assist in receiving obligation documentation and invoices, and insuring data is posted timely to appropriate accounting systems
- " Assist in preparation and maintenance of files to include all relevant Program Objective Memorandum (POM) initiatives, Research and Development Descriptive Summaries (RDDS), and other program presentations
- " Assist with creating, editing and maintaining materials to support AEO's office responsibilities, such as briefing materials to include copying and binding of briefings and reports
- " Assist in comprehensive archive management, including compilation, retention, logging, indexing, retrieval and storage of correspondence, presentation and financial files including briefings, final reports, technical papers and other documents
- " Assistance with internet research and maintenance of web pages
- " Assist with tracking and generate proposed responses to agency-level suspenses, ahead of schedule when possible;
- " Assist with populating existing databases with program information, such as technical and program completion reports, program management data, MOA/MOU information and technical presentation material; support to program-transition analysis efforts (such as MOA analysis and PAD addendum tracking).

3.2 Procurement/Solicitation Support: For planning purposes, three non-simultaneous program procurements per year are anticipated. In accordance with DARPA policy and AEO guidance, the contractor shall:

- " Assist with preparation, drafting, and coordination of acquisition documents, such as Broad Agency Announcements, Proposer Information Pamphlets, and Scientific Review Plans to meet Agency standards and timeliness guidelines;
- " Assist with preparation, organization, and execution of a Proposer's Day Conference or Workshop;
- " Assist in receipt, tracking, and processing of proposals for scientific review activities;
- " Assist in planning and organizing of the Scientific Review/Source Selection Process;
- " Assist in preparation of Source Selection Documentation, such as the Scientific Review Memorandum;
- " Assist DARPA/AEO with tracking funding decisions for selected proposals;

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" Support AEO in collecting, tracking, and responding to submissions to the AEO Open Office BAA.

3.3 World Wide Web (WWW) and Graphics Support: In accordance with DARPA policy and AEO guidance, the contractor shall:

" Maintain the DARPA/AEO external Web site in a manner that complies with new DARPA Public Affairs guidance, including timeliness, logos, images, and public release rules, and in coordinate with AEO Management and PMs;

" Maintain an archive of prior website materials so that the Government could access such archives documenting inactive programs;

" Assist with developing program and office graphics.

3.4 Administrative Support: In accordance with DARPA policy and AEO guidance, the contractor shall:

" Provide experienced, consistent, superior executive administrative support to the Office Director and Deputy Director;

" Perform general office duties (e.g., answering telephones, typing, and filing) and advanced administrative support activities that require independent judgment and a thorough knowledge of DARPA/AEO policies and procedures (e.g., Pentagon level interface, arranging travel and supporting related vouchers for the DARPA/AEO staff.)

" Assist with tracking to completion agency- and office-level suspenses;

" Provide travel support to all government employees, including efficiently arranging international travel that supports operational program trials.

" Assist in planning, arranging, and hosting meetings and conferences, to include locating and reserving facilities and development of briefing material.

4.0 SUBCONTRACTORS AND CONSULTANTS: The contractor may subcontract or otherwise obtain consultant services for the efforts defined within this Statement of Work to provide the expert talent needed to perform planning, special studies, analysis, development, integration and documentation. All subcontracted effort shall be subject to the consent requirements contained in the subcontracting clause of this contract. The contractor shall provide the manpower required to manage all subcontracts and consultant efforts and to monitor subcontractor activities to the appropriate level of detail that is required to assure timely delivery of all supplies and/or services. A report on the performance of subcontracts shall be included as part of the Monthly Status Report identified in Section C of this contract.

5.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION/ FACILITIES: The government will provide the contractor access to information and documentation including contracts, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of task award and as needed to execute the task.

The contractor shall provide the resources necessary to conduct unclassified meetings for a minimum of 25 attendees. This facility shall be within 15 minutes walking distance of the DARPA headquarters.

6.0 SECURITY: All tasks must be conducted in full compliance with DoD security regulations. All key personnel and all personnel working in DARPA spaces shall have a current Department of Defense security classification at the SECRET level. Selected personnel shall have Department of Defense security classification at the TOP SECRET/SCI level. The contractor shall comply with all security requirements contained in the DD Form 254 Contract Security Classification Specification of this contract and the terms and conditions set forth in the Security Requirements clause of FAR 52.204-02 incorporated by reference in this contract and any other Special Security Provisions contained in the contract.

7.0 TRAVEL: The contractor may be required to travel to meetings specified by DARPA/AEO. The actual sites are TBD but for estimation purposes, assume the sites are Monterey, CA and Boston, MA.

" 1 trips/year for 1 person(s) for 4 days (excluding travel time)

" 2 trips/year for 2 person(s) for 2 days (excluding travel time)

8.0 REPORTS: The contractor will provide the following reports (copy of all reports will be forwarded to the AEO Assistant Director, Program Management (ADPM)):

" Monthly status reports that summarize work accomplished, financial status and performance schedule updates of the effort.

" Meeting minutes for all office-wide meetings, such as Home-Day Staff meetings.

" Other reports, as required by the ADPM or Office Director/Office Deputy Director.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLINs 0001 and 0002 the sum of \$350,000.00 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until March 31, 2011.

G.2 FUNDING STATUS

Task Order Funding Status Recap:

CLINs	Estimated Value	Obligated Amount	Period of Performance
0001			12/20/2010 - 12/19/2010
0001AA			12/20/2010 - 12/19/2010
0001AB			12/20/2010 - 12/19/2010
0001AC			12/20/2010 - 12/19/2010
0002			12/20/2011 - 12/19/2012
0002AA			12/20/2011 - 12/19/2012
0002AB			12/20/2011 - 12/19/2012
0002AC			12/20/2011 - 12/19/2012
0003			12/20/2012 - 12/19/2013
0003AA			12/20/2012 - 12/19/2013
0003AB			12/20/2012 - 12/19/2013
0003AC			12/20/2012 - 12/19/2013
0004			12/20/2013 - 12/19/2014
0004AA			12/20/2013 - 12/19/2014
0004AB			12/20/2013 - 12/19/2014
0004AC			12/20/2013 - 12/19/2014
0005			12/20/2014 - 12/19/2015
0005AA			12/20/2014 - 12/19/2015
0005AB			12/20/2014 - 12/19/2015
0005AC			12/20/2014 - 12/19/2015

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

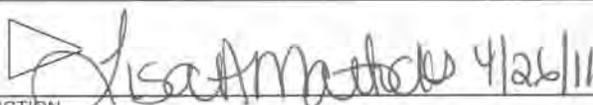
1. DATE OF ORDER 04/25/2011		2. CONTRACT NO. (If any) D11PC20049		6. SHIP TO: Tanya Tanner		
3. ORDER NO. D11PD20046		4. REQUISITION/REFERENCE NO. SZ110412		a. NAME OF CONSIGNEE DARPA		
5. ISSUING OFFICE (Address correspondence to) DOI - NBC, Ft. Huachuca AZ NBC / Acquisition Services Directorate Sierra Vista Branch, P.O. Box 12924 Fort Huachuca AZ 85670-2924				b. STREET ADDRESS 3701 N. Fairfax Drive		
7. TO:		c. CITY Arlington		d. STATE VA	e. ZIP CODE 22203-1714	
a. NAME OF CONTRACTOR				f. SHIP VIA		
b. COMPANY NAME MANTECH SRS TECHNOLOGIES, INC.				8. TYPE OF ORDER		
c. STREET ADDRESS 3865 WILSON BLVD, STE 800				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 22203-1780			
9. ACCOUNTING AND APPROPRIATION DATA 2011 - WH - 6941 - 255D - WHDRP - H23301 - 1A - - -				10. REQUISITIONING OFFICE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL			\$	\$	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Roy L. Peters					
	a. NAME DOI - NBC, Ft. Huachuca AZ				\$204,860.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) NBC / Acquisition Services Directorate, Sierra Vista Division, P.O. Box 12924					
c. CITY Fort Huachuca	d. STATE AZ	e. ZIP CODE 85670-2924				

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Lisa A. Mattocks TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/25/2011	CONTRACT NO. D11PC20049	ORDER NO. D11PD20046
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Professional, Administrative and Management Support (T&M)</p> <p>These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 04/25/2011 04/24/2012</p> <p>Reference Requisition: SZ110412</p>	1.00	EA	\$ (b)(4)	\$ (b)(4)	
0001AA	<p>Labor (T&M) Base Year</p> <p>Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 04/25/2011 04/24/2012</p> <p>Reference Requisition: SZ110412</p>	1.00	EA	\$ (b)(4)	\$ (b)(4)	
0001AB	<p>Travel (T&M) Base Year</p> <p>Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 14.75% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 04/25/2011 04/24/2012</p> <p>Reference Requisition: SZ110412</p>	1.00	EA	\$ (b)(4)	\$ (b)(4)	
0001AC	<p>ODC (T&M)</p> <p>ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 14.75% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).</p> <p>NTE: (b)(4)</p> <p align="center"><i>Start Date</i> <i>End Date</i> 04/25/2011 04/24/2012</p> <p>Reference Requisition: SZ110412</p>	1.00	EA	\$ (b)(4)	\$ (b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17) ➔ \$204,860.00

Award/Contract	Document No. D11PD20046	Document Title ManTech International Corp.	Page 4 of 10
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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 LINE ITEM DESCRIPTION

CLIN 0001- Professional, Administrative and Management Support (T&M) Base Period

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.

The value of this CLIN shall not exceed (b)(4)(b)(4)
POP: 04/25/2011 - 04/24/2012

SubCLIN 0001AA - Labor (T&M) Base Period

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: 04/25/2011 - 04/24/2012

SubCLIN 0001AB - Travel (T&M) Base Period

Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 14.75% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)(b)(4)

POP: 04/25/2011 - 04/24/2012

SubCLIN 0001AC - ODCs (T&M) Base Period

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 14.75% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2011 - 04/24/2012

CLIN 0002- Professional, Administrative and Management Support (T&M) Option 1

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.

The value of this CLIN shall not exceed (b)(4)

POP: 04/25/2012 - 04/24/2013

SubCLIN 0002AA - Labor (T&M) Option 1

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: 04/25/2012 - 04/24/2013

SubCLIN 0002AB - Travel (T&M) Option 1

Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 14.51% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2012 - 04/24/2013

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SubCLIN 0002AC - ODCs (T&M) (T&M) Option 1

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus (b)(4)(b)(4) Other Direct Costs required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2012 - 04/24/2013

CLIN 0003- Professional, Administrative and Management Support (T&M) Option 2

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: 04/25/2013 - 04/24/2014

SubCLIN 0003AA - Labor (T&M) Option 2

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: 04/25/2013 - 04/24/2014

SubCLIN 0003AB - Travel (T&M) Option 2

Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus (b)(4)(b)(4) All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2013 - 04/24/2014

SubCLIN 0003AC - ODCs (T&M) Option 2

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 14.30% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2013 - 04/24/2014

CLIN 0004- Professional, Administrative and Management Support (T&M) Option 2

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: 04/25/2014 - 04/24/2015

SubCLIN 0004AA - Labor (T&M) Option 3

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: 04/25/2014 - 04/24/2015

SubCLIN 0004AB - Travel (T&M) Option 3

Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus (b)(4)(b)(4) All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

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POP: 04/25/2015 - 04/24/2016

SubCLIN 0004AC - ODCs (T&M) Option 3

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus (b)(4)(b)(4) Other Direct Costs required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2015 - 04/24/2016

CLIN 0005- Professional, Administrative and Management Support (T&M) Option 4

These non-personal services will be accomplished in accordance with the Statement of Work, "Defense Advanced Research Projects Agency (DARPA), Adaptive Execution Office(AEO),Technology Transition Data Support" undated, incorporated in section C as full text. The contractor's proposal No. P-14893, dated 11 March 2011, and revised cost proposal, undated is hereby incorporated by reference.

The value of this CLIN shall not exceed (b)(4)(b)(4)

POP: 04/25/2015 - 04/24/2016

SubCLIN 0005AA - Labor (T&M) Option 4

Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)

NTE: (b)(4)(b)(4)

POP: 04/25/2015 - 04/24/2016

SubCLIN 0005AB - Travel (T&M) Option 4

Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus (b)(4)(b)(4) All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)(b)(4)

POP: 04/25/2015 - 04/24/2016

SubCLIN 0005AC - ODCs (T&M) Option 4

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus (b)(4) Other Direct Costs required to support efforts as described in the Statement of Work (SOW).

NTE: (b)(4)

POP: 04/25/2015 - 04/24/2016

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

DEFENSE ADVANCED RESEARCH PROJECTS AGENCY (DARPA) ADAPTIVE EXECUTION OFFICE (AEO) TECHNOLOGY TRANSITION DATA SUPPORT

1.0 **SCOPE:** The Adaptive Execution Office (AEO) in the Defense Advanced Research Projects Agency (DARPA) requires support services to assist in providing programmatic, financial, and administrative support to DARPA/AEO. The contractor shall provide the necessary SETA services, materials, facilities, and travel to perform the following tasks for DARPA/AEO's technical transition liaisons. This support is considered part of the AEO front office staff, but is dedicated to technology transition liaison support activities.

2.0 **BACKGROUND:** AEO promotes adaptability in DoD by getting additional revolutionary technologies to the field more quickly and by advancing technologies that will help us build in adaptability from first principles. The objective of this task is to provide technical and program support to AEO's technology transition efforts, including support related to assisting the office-level management with guiding the development of technology transition thrust areas.

3.0 **REQUIREMENTS:** The contractor shall provide the personnel and expertise to accomplish the following subtask:

3.1 **Transition and Program Assessment Support:** The Government estimates at a minimum this task requires 1 FTE per year. The contractor shall provide expertise and assistance in relation to technology transition of DARPA technology to the user community. In accordance with DARPA policy and AEO guidance, the contractor shall:

" Assist the government in identifying the military and commercial utility of new products and technology/system developments from the initial conceptualization of the program through final transition activities;

" Assist the government with independently analyzing the likelihood of transition and transition success of DARPA programs. This includes providing analyses of:

- o transition strategies and plans, with consideration to technology compatibility, interoperability, integration, and reliability;
- o performer business strategies;
- o potential DoD users and their efforts to develop similar technology outside of DARPA;
- o and potential for commercialization. Although the primary DARPA user community is the DoD, transition to commercial uses may also be evaluated.

" Assist the government to identify and translate user requirements as related to specific technology/system research and development objectives, including assisting with defining system architectures and subsystem performance requirements; and generating transition agreements and Memorandums of Agreement.

4.0 **SUBCONTRACTORS AND CONSULTANTS:** The contractor may subcontract or otherwise obtain consultant services for the efforts defined within this Statement of Work to provide the expert talent needed to perform planning, special studies, analysis, development, integration and documentation. All subcontracted effort shall be subject to the consent requirements contained in the subcontracting clause of this contract. The contractor shall provide the manpower required to manage all subcontracts and consultant efforts and to monitor subcontractor activities to the appropriate level of detail that is required to assure timely delivery of all supplies and/or services. A report on the performance of subcontracts shall be included as part of the Monthly Status Report identified in Section C of this contract.

5.0 **GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION/ FACILITIES:** The government will provide the contractor access to information and documentation including contracts, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of task award and as needed to execute the task. The government will not provide facilities, equipment, etc.

6.0 **SECURITY:** All tasks must be conducted in full compliance with DoD security regulations. All key personnel and all personnel working in DARPA spaces shall have a current Department of Defense security classification at the SECRET level. Selected personnel shall have Department of Defense security classification at the TOP SECRET/SCI level. The contractor shall comply with all security requirements contained in the DD Form 254 Contract Security Classification Specification of this contract and the terms

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and conditions set forth in the Security Requirements clause of FAR 52.204-02 incorporated by reference in this contract and any other Special Security Provisions contained in the contract.

7.0 TRAVEL: The contractor may be required to travel to meetings specified by DARPA/AEO. The actual sites are TBD but for estimation purposes, assume the sites are Monterey, CA and Boston, MA.

- " 2 trips/year for 1 person(s) for 4 days (excluding travel time)
- " 4 trips/year for 1 person(s) for 2 days (excluding travel time)

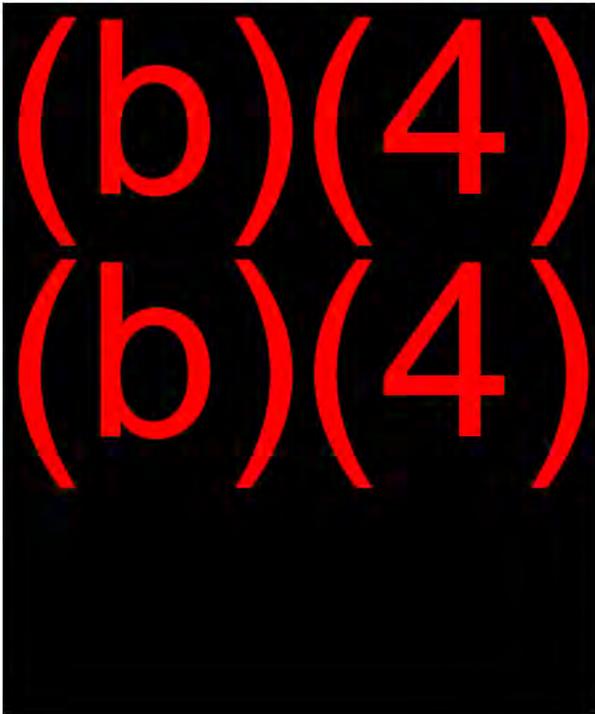
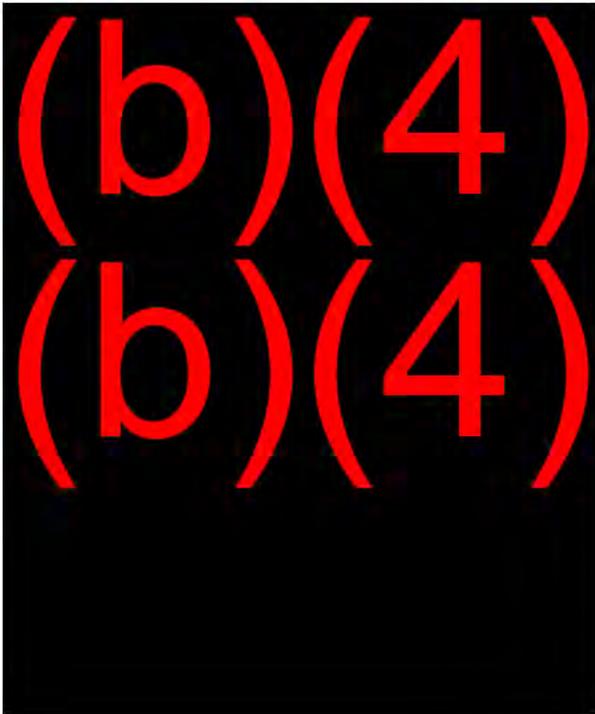
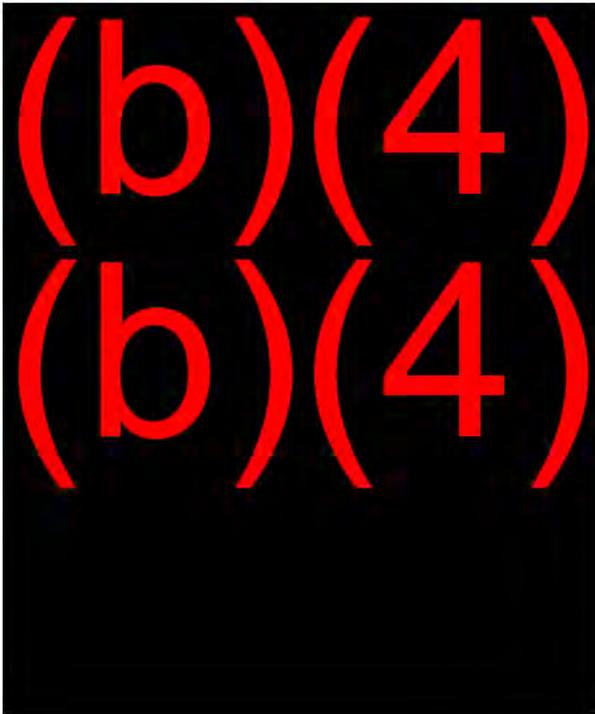
8.0 REPORTS: The contractor will provide the following reports (copy of all reports will be forwarded to the AEO Assistant Director, Program Management (ADPM)):

- " Monthly status reports that summarize work accomplished, financial status and performance schedule updates of the effort.
- " Other reports, as required by the ADPM or Office Director/Office Deputy Director.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 FUNDING STATUS

Task Order Funding Status Recap:

CLINs	Estimated Value	Obligated Amount	Unobligated Amount	Period of Performance
0001AA				04/25/2011 - 04/24/2012
0001AB				04/25/2011 - 04/24/2012
0001AC				04/25/2011 - 04/24/2012
0002AA				04/25/2012 - 04/24/2013
0002AB				04/25/2012 - 04/24/2013
0002AC				04/25/2012 - 04/24/2013
0003AA				04/25/2013 - 04/24/2014
0003AB				04/25/2013 - 04/24/2014
0003AC				04/25/2013 - 04/24/2014
0004AA				04/25/2014 - 04/24/2015
0004AB				04/25/2014 - 04/24/2015
0004AC				04/25/2014 - 04/24/2015
0005AA				04/25/2015 - 04/24/2016
0005AB				04/25/2015 - 04/24/2016
0005AC				04/25/2015 - 04/24/2016
Total				

G.2 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of (b)(4) is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed until August 31, 2011.