ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 10 PAGES

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

1. DATE OF ORDER: 04/01/2011	2. CONTRACT NO. *(If any)*: D11PC20064
3. ORDER NO.: D11PD20067	4. REQUISITION/REFERENCE NO.: SZ110275

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

6. SHIP TO: Deidra Eberhardt

a. NAME OF CONSIGNEE: DARPA

b. STREET ADDRESS: 3701 N. Fairfax Drive

c. CITY	d. STATE	e. ZIP CODE
Arlington	VA	22203-1714

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME: **SYSTEM PLANNING CORPORATION**

c. STREET ADDRESS: **3601 WILSON BLVD**

d. CITY	e. STATE	f. ZIP CODE
ARLINGTON	**VA**	**22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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
2011 - - WH - 6941 - - 255D - - WHDRP - - - G15904 - - 1A - - - -

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

☐ a. SMALL ☑ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

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			$	$	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO: Roy L. Peters

a. NAME: DOI - NBC, Ft. Huachuca AZ

b. STREET ADDRESS *(or P.O. Box)*: NBC / Acquisition Services Directorate,Sierra Vista Division,P.O. Box 12924

c. CITY	d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
Fort Huachuca	AZ	85670-2924	$325,000.00

22. UNITED STATES OF AMERICA BY *(Signature)*: Lisa A Mattocks 4/20/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

NBC / A

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20067

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year These non-personal services will be accomplished in accordance with the Statement of Work, "Dr. Gill A. Pratt - Technical Support Task # 2" undated, incorporated in section C as full text. The contractor's proposal entitled Dr. Gill A. Pratt - Technical Support Task # 2, dated March 1, 2011 is hereby incorporated by reference. T&M NTE 947,293.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110275	1.00	ea	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base Year Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW). T&M NTE $930,293.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110275	1.00	ea	$ 315,000.000	$ 315,000.00	
0001AB	Travel (T&M) Base Year Travel is a cost reimbursable expense which includes G&A of 6.59%. Travel required to support efforts as described in the Statement of Work (SOW). T&M NTE $17,000.00 (G&A of 6.59% included) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110275	1.00	ea	$ 10,000.000	$ 10,000.00	
0001AC	Other Direct Costs (ODC's) (T&M) Base Year Other Direct Costs is a cost reimbursable expense which includes G&A of 6.59%. Other Direct Costs required to support efforts as described in the Statement of Work (SOW). T&M NTE $0.00 (G&A of 6.59% included) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110275	1.00	ea	$ 0.000	$ 0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $325,000.00

TABLE OF CONTENTS

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SECTION C -- Descriptions and Specifications 7
C.1 Statement of Work 7
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G.2 Incremental Funding 10

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, "Dr. Gill A. Pratt - Technical Support Task # 2" undated, incorporated in section C as full text. The contractor's proposal entitled Dr. Gill A. Pratt - Technical Support Task # 2, dated March 1, 2011 is hereby incorporated by reference.
T&M NTE 947,293.00
POP: 04/01/2011 - 03/31/2012

SubCLIN 0001AA - Labor (T&M) Base Period
Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
T&M NTE $930,293.00
POP: 04/01/2011 - 03/31/2012

SubCLIN 0001AB - Travel (T&M) Base Period
Travel is a cost reimbursable expense which includes G&A of 6.59%. Travel required to support efforts as described in the Statement of Work (SOW).
T&M NTE $17,000.00 (G&A of 6.59% included)
POP: 04/01/2011 - 03/31/2012

SubCLIN 0001AC - ODCs (T&M) Base Period
Other Direct Costs is a cost reimbursable expense which includes G&A of 6.59%. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $0.00 (G&A of 6.59% included)
POP: 04/01/2011 - 03/31/2012

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, "Dr. Gill A. Pratt - Technical Support Task # 2" undated, incorporated in section C as full text. The contractor's proposal entitled Dr. Gill A. Pratt - Technical Support Task # 2, dated March 1, 2011 is hereby incorporated by reference.
T&M NTE $1,016,651.00
POP: 04/01/2012 - 03/31/2013

SubCLIN 0002AA - Labor (T&M) Option 1
Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)
T&M NTE: $999,651.00
POP: 04/01/2012 - 03/31/2013

SubCLIN 0002AB - Travel (T&M) Option 1
Travel is a cost reimbursable expense which includes G&A of 6.59%. Travel required to support efforts as described in the Statement of Work (SOW).
T&M NTE $17,000.00 (G&A of 6.59% included)
POP: 04/01/2012 - 03/31/2013

SubCLIN 0002AC - ODCs (T&M) (T&M) Option 1
Other Direct Costs is a cost reimbursable expense which includes G&A of 6.59%. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $0.00 (G&A of 6.59% included)
POP: 04/01/2012 - 03/31/2013

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, "Dr. Gill A. Pratt - Technical Support Task # 2" undated, incorporated in section C as full text. The contractor's proposal entitled Dr. Gill A. Pratt - Technical Support Task # 2, dated March 1, 2011 is hereby incorporated by reference.
T&M NTE $1,084,162.00
POP: 04/01/2013 - 03/31/2014

SubCLIN 0003AA - Labor (T&M) Option 2
Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)
T&M NTE $1,067,162.00
POP: 04/01/2013 - 03/31/2014

SubCLIN 0003AB - Travel (T&M) Option 2
Travel is a cost reimbursable expense which includes G&A of 6.59%. Travel required to support efforts as described in the Statement of Work (SOW).
T&M NTE $17,000.00 (G&A of 6.59% included)
POP: 04/01/2013 - 03/31/2014

SubCLIN 0003AC - ODCs (T&M) Option 2
Other Direct Costs is a cost reimbursable expense which includes G&A of 6.59%. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $0.00 (G&A of 6.59% included)
POP: 04/01/2013 - 03/31/2014

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Dr. Gill A. Pratt - Technical Support Task #2

1.0 SCOPE
The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.

2.0 BACKGROUND
2.1. M3 - Maximum Mobility and Manipulation (M3) is a broad program aimed at improving the capabilities of robots through advances in robotics science. It focuses on four tracks - design tools, fabrication methods, mid-level control, and demonstration prototypes.
2.2. ARM - Autonomous Robotic Manipulation is a three component program aimed at advancing the state of the art in robotic manipulation. It contains a software track that will advance the level of autonomy of grasping and manipulation using visual sensors. It contains a hardware track to develop low-cost robotic hands. Finally, it contains a public outreach track that will make a manipulating robot available to the public over the internet, and will place a working manipulating robot in a museum.
2.3. Neovision 2 - Neuromorphic Vision 2 is a fundamental science program aimed at discovering and utilizing processing methodologies from the mammalian visual system in artificial systems to recognize and classify objects. The salient application is in discerning and classifying objects of interest seen from an unmanned air vehicle.
2.4. CT2WS - Cognitive Technology Threat Warning System (CT2WS) is a fundamental science and systems engineering program aimed at utilizing human neural processing in symbiosis with computer processing to interactively filter objects of interest seen through a wide field high resolution sensor.
2.5 The contractor shall provide support for the successful execution of these programs and their related technologies. This includes technology evaluations, participation at meetings, coordination with related Government and performer organizations, program planning, background research and bibliographic research, meeting preparation, and presentation production. The contractor shall also provide inputs to the Program Manager (PM), assisting in responses to internal/external inquiries related to the research. The contractor shall provide, as required, informal feedback to the PM, as well as formal feedback at critical program events/activities.
3.0 TECHNICAL REQUIREMENTS
In accordance with DARPA policy and DSO guidance, the contractor shall provide the technical personnel and expertise to accomplish the following tasks and sub-tasks:
3.1 Technical Expertise
The contractor shall provide relevant expertise, experience, and background in the following areas:
3.1.1 A Ph.D. in Computer and Information Science, with demonstrated experience and expertise in robotics and computer vision and perception, mobile robots, swarm robots, and snake robots. Demonstrated experience and expertise in biomedical systems, particularly non-invasive systems is required. Demonstrated experience and expertise in project management of leading edge government research is required. Twenty years or more of working experience, beyond the Ph.D. is required. (0.75 FTE)
3.1.2 A Bachelors or above degree in biology, with demonstrated experience and expertise in computer vision and perception. Also, military service, preferably to the rank of Captain or above. Demonstrated experience and expertise in biomedical systems, particularly non-invasive systems in neurophysiology is required. Demonstrated experience and expertise in project management of leading edge government research is required. Ten years or more of working experience, beyond the Bachelor's degree is required. (0.4 FTE)
3.1.3 A Bachelor's degree in at least Aerospace Engineering and Ocean Engineering, with demonstrated experience and expertise in robotics and computer vision and perception, mobile robots, swarm robots, and snake robots. Demonstrated experience and expertise in maritime robotic systems is required. Demonstrated experience and expertise in project management of leading edge government research is required. Ten years or more of working experience, beyond the Bachelor's degree is required. (0.25 FTE)
3.1.4 A Bachelor's degree in Chemical Engineering and graduation from a military services school, with demonstrated experience and expertise in robotics and computer vision and perception, mobile robots, swarm robots, and snake robots. Demonstrated experience and expertise in Air Force systems and services is required. Demonstrated experience and expertise in project management of leading edge government research is required. Ten years or more of working experience, beyond the Bachelor's degree is required. (0.5 FTE)
3.2 Technical Review, Evaluations/Assessments, and Analyses
3.2.1 The contractor shall provide input to the PM in meeting the objectives of these programs and in carrying out associated technical and program management responsibilities. The contractor shall provide technical analyses to help define, assess, and

monitor the technical aspects of the programs. In particular, the contractor will conduct performance analyses and assist with technical assessments of performer progress based on the task elements within the performer's SOW in order to track program progress, technical risk, and potential program impact of failure.

3.2.2 The contractor shall provide technical support for office-based initiatives (new program concepts and technologies), new starts, SBIR efforts, and STTR efforts at the direction of the PM. The contractor shall participate in technical reviews of these activities and provide assistance with technical evaluation and independent assessments of the concepts and related technologies. The contractor shall prepare briefings, reports, and other related documentation/data to support the development and approval of these activities. In addition, the contractor may be requested to coordinate with potential users to formulate performance and programmatic requirements for new program concepts/technologies.

3.2.3 The contractor shall participate in technical reviews to assist in evaluating performer progress. The contractor shall provide assistance to support technical assessment of specific task elements within the SOW with regard to progress, technical risk and potential program impact of failure. The contractor shall provide technical input to risk reduction activities that are external to the programs but important to achieving successful transition of the technology.

3.3 Testing and Modeling

The contractor shall provide technical support for the programs in the areas of defining test objectives and procedures, theoretical calculation and analysis related to performer progress, modeling objectives and techniques, and coordination of modeling and testing.

3.3.1 The contractor shall plan, coordinate, and assist with testing and/or demonstrations as required by the PM to support the objectives of the programs. The contractor shall work with performers, government collaborators, and test ranges to develop test configurations, other requirements, and detailed test plans. The contractor shall participate in the development of accomplishment criteria for contractor Test Readiness Reviews. The contractor shall act as a liaison between the government test range personnel and the performers.

3.3.2 The contractor shall assist DARPA with independent assessments of results of laboratory and other tests conducted by the performers to help the PM determine risk or risk mitigation strategies.

3.4 Transition Support and Program Coordination

The contractor shall work with the PM to establish and maintain communication and coordinate efforts with potential transition partners (internal and/or external to DARPA). The contractor shall establish a dialogue with potential users, to determine the Services' requirements, and will coordinate development of the programs to meet transition partner needs. The contractor shall seek to leverage developments by other organizations and programs in order to provide a more comprehensive transition plan.

3.5 Program Administration

The contractor shall provide some technically-related administrative functions for conducting all tasks associated with this statement of work. The contractor shall provide inputs for the preparation of briefings, develop draft versions of briefings, compose and process reports, and organize and host meetings.

3.5.1 The contractor shall review or coordinate the review of requests for public release, secure PM approval, submit and track requests to DARPA's Technical Information Office, and maintain a file of public release material.

3.5.2 The contractor shall assist in preparing, maintaining, and updating a security classification guide if required during the course of the programs.

3.5.3 The contractor shall assist, as deemed necessary by the PM, with aspects of financial management such as developing budgets based upon technical basis of estimate, interfacing with Agents, and helping to obtain attachments required for Arpa Orders. Any work in this area will be coordinated with the financial/business SETA assigned to the PM.

3.5.4 As required by the PM, the contractor shall organize and maintain files of program documentation with rapid availability both to the contractor and the PM.

3.6 Briefing, Report, and Communications Preparation

The contractor shall provide personnel, equipment and software capable of preparing reports, graphic presentations, scanning documents, and faxing documents. The contractor shall provide a capability for rapid turnaround of time critical materials. The contractor shall provide the capability to prepare briefings and reports up to and including the TOP SECRET/SCI level.

3.6.2 The contractor shall prepare drafts of DIRO (Director's Office) review briefings, DSO review briefings, industry day/workshop presentations, technical interchange meetings, and other briefings/presentations for internal and external use.

3.7 Reports

A copy of each report from this delivery order will be provided to the PM based upon the type of report defined below.

3.7.1 Monthly Progress/Status Report

The contractor shall electronically submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the PM and the DSO ADPM. The report information includes:

3.7.1.1 Task Order-level Financial Information

Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel,

and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.

3.7.1.2 Monthly Financial Information

For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).

3.7.1.3 Monthly Accomplishments/Issues Information

Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).

3.7.2 Briefings and Informal Reports

The contractor shall prepare technical briefings and informal reports as required.

3.7.3 Final Report

The contractor shall electronically provide a final report to the PM and DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES

Government Furnished Information

The Government will provide the contractor access to information and documentation on DARPA policies/procedures/guidelines and the current programs, as appropriate, including award instruments, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request. Access to classified program data will be on a need-to-know basis as determined by the PM.

5.0 TRAVEL

The contractor will be required to provide technical input at program meetings that will require local travel in the Arlington, VA area as well as travel to the investigators' institutions, conferences, symposia, and to potential transition customers. For annual planning purposes, travel allowances should be proposed as $17,000 total, covering all programs.

6.0 OTHER

6.1 Security

The majority of this work will be unclassified; however, technical contractor personnel must have TS/SCI clearance levels.

6.2 Place of Performance

The contractor shall perform the required support from contractor facilities located in Virginia and from other contractor locations as appropriate.

7.0 TECHNICAL POINT OF CONTACT

The DARPA PM responsible for the technical aspects of these programs is:

Gill A. Pratt, Ph.D.
DARPA Defense Sciences Office
Arlington, VA 22203
571.218.4614
Gill.Pratt@darpa.mil

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	$930,293.00	$315,000.00	$615,293.00	04/01/2011 - 03/31/2012
0001AB	$ 17,000.00	$ 10,000.00	$ 7,00.00	04/01/2011 - 03/31/2012
0001AC	$ 0.00	$ 0.00	$ 0.00	04/01/2011 - 03/31/2012
0002AA	$999,651.00	$ 0.00	$999,651.00	04/01/2012 - 03/31/2013
0002AB	$ 17,000.00	$ 0.00	$ 17,000.00	04/01/2012 - 03/31/2013
0002AC	$ 0.00	$ 0.00	$ 0.00	04/01/2012 - 03/31/2013
0003AA	$1,067,162.00	$ 0.00	$1,067,162.00	04/01/2013 - 03/31/2014
0003AB	$ 17,000.00	$ 0.00	$ 17,000.00	04/01/2013 - 03/31/2014
0003AC	$ 0.00	$ 0.00	$ 0.00	04/01/2013 - 03/31/2014
Total	$3,048,106.00	$325,00.00	$2,723,106.00	

G.2 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of $325,000.00. 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 July 31, 2011.

ORDER FC SUPPLIES OR SERVICES

PAGE 1 OF PAGES 11

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

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
04/01/2011	D11PC20064
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
D11PD20068	SZ110269

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

6. SHIP TO: Deidra Eberhardt

a. NAME OF CONSIGNEE
DARPA

b. STREET ADDRESS
3701 N. Fairfax Drive

c. CITY	d. STATE	e. ZIP CODE
Arlington	VA	22203-1714

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME
SYSTEM PLANNING CORPORATION

c. STREET ADDRESS
3601 WILSON BLVD

d. CITY	e. STATE	f. ZIP CODE
ARLINGTON	**VA**	**22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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))*

☐ a. SMALL ☑ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
Destination

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			$	$	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO: Roy L. Peters

a. NAME
DOI - NBC, Ft. Huachuca AZ

b. STREET ADDRESS *(or P.O. Box)*
NBC / Acquisition Services Directorate,Sierra Vista Division,P.O. Box 12924

c. CITY	d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
Fort Huachuca	AZ	85670-2924	$264,856.00

22. UNITED STATES OF AMERICA BY *(Signature)* Lisa A Mattocks 3/28/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

NBC / A

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20068

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year These non-personal services will be accomplished in accordance with the Statement of Work, "SyNAPSE/Physical Intelligence Technical Support Task # 1" undated, incorporated in section C as full text. The contractor's technical and cost proposal entitled Technical Support to SyNAPSE and Physical Intelligence SPC Proposal No. 2012-008, dated 18 January 2011 is hereby incorporated by reference. T&M NTE $264,856.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110269	1.00	ea	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base Year Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW) T&M NTE $258,314.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110269 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $195,549.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $62,765.00	1.00	ea	$ 258,314.000	$ 258,314.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $258,314.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20068

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 Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.51% 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). T&M NTE $6,000.00 (G&A of 8.51% included) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110269 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $3,500.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $2,500.00	1.00	ea	$ 6,000.000	$ 6,000.00	
0001AC	Other Direct Costs (ODC's) (T&M) Base Year ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW). T&M NTE $542.00 (G&A of 8.51% included) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110269 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $542.00	1.00	ea	$ 542.000	$ 542.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $6,542.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 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, "SyNAPSE/Physical Intelligence Technical Support Task # 1" undated, incorporated in section C as full text. The contractor's technical and cost proposal entitled Technical Support to SyNAPSE and Physical Intelligence SPC Proposal No. 2012-008, dated 18 January 2011 is hereby incorporated by reference.
T&M NTE $264,856.00
POP: 04/01/2011 - 03/31/2012

SubCLIN 0001AA - Labor (T&M) Base Period
Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
T&M NTE $258,314.00
POP: 04/01/2011 - 03/31/2012

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 8.51% 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).
T&M NTE $6,000.00 (G&A of 8.51% included)
POP: 04/01/2011 - 03/31/2012

SubCLIN 0001AC - ODCs (T&M) Base Period
ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $542.00 (G&A of 8.51% included)
POP: 04/01/2011 - 03/31/2012

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, "SyNAPSE/Physical Intelligence Technical Support Task # 1" undated, incorporated in section C as full text. The contractor's technical and cost proposal entitled Technical Support to SyNAPSE and Physical Intelligence SPC Proposal No. 2012-008, dated 18 January 2011 is hereby incorporated by reference.
T&M NTE $264,240.00
POP: 04/01/2012 - 03/31/2013

SubCLIN 0002AA - Labor (T&M) Option 1
Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)
T&M NTE: $257,698.00
POP: 04/01/2012 - 03/31/2013

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 8.51% 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).
T&M NTE $6,000.00 (G&A of 8.51% included)
POP: 04/01/2012 - 03/31/2013

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 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $542.00 (G&A of 8.51% included)
POP: 04/01/2012 - 03/31/2013

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, "SyNAPSE/Physical Intelligence Technical Support Task # 1" undated, incorporated in section C as full text. The contractor's technical and cost proposal entitled Technical Support to SyNAPSE and Physical Intelligence SPC Proposal No. 2012-008, dated 18 January 2011 is hereby incorporated by reference.
T&M NTE $265,914.00
POP: 04/01/2013 - 03/31/2014

SubCLIN 0003AA - Labor (T&M) Option 2
Non-personal labor services will be accomplished in accordance with Statement of Work (SOW)
T&M NTE: $259,372.00
POP: 04/01/2013 - 03/31/2014

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 8.51% 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).
T&M NTE $6,000.00 (G&A of 8.51% included)
POP: 04/01/2013 - 03/31/2014

SubCLIN 0003AC - ODCs (T&M) Option 2
ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
T&M NTE $542.00 (G&A of 8.51% included)
POP: 04/01/2013 - 03/31/2014

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Todd Hylton - SyNAPSE / Physical Intelligence Technical Support Task #1

1.0 SCOPE

The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.

2.0 BACKGROUND

2.1 SyNAPSE - Today's computers are limited not only by their processing capacity, but also by an architecture requiring human-derived algorithms to instruct the machine how to process the information at its inputs. In contrast, biological neural systems (e.g., brains) autonomously process information in complex environments by automatically learning relevant features. The Systems of Neuromorphic Adaptive Plastic Scalable Electronics (SyNAPSE) program addresses this large difference in computers and brains by developing electronic neuromorphic machine technology that scales to biological levels and has small physical dimensions, low power consumption, and the ability to rapidly sense, organize and respond within real-world environments. The SyNAPSE program involves a broad multidisciplinary approach coordinating aggressive technology development activities in the following areas: (1) electronic hardware, (2) neural, computational and electronic architecture, (3) large scale simulation, and (4) virtual environments.

2.2 Physical Intelligence - Our current understanding of intelligence lacks rigorous foundation grounded in physical science. This lack of foundation has made the goals of engineering intelligent systems elusive. The Physical Intelligence program seeks to establish these missing foundations through an ambitious, coordinated, and comprehensive basic research program. The Physical Intelligence program will address its overall objective through a coordinated effort in three complementary domains: theory, implementation, and analysis. The objective of the theory domain is to develop and validate a physical formalism that unifies and expands ideas from diverse domains such as evolution, thermodynamics, information, and computation. The objective of the implementation domain is to demonstrate the first human-engineered open thermodynamic systems that spontaneously evolve non-trivial "intelligent" behavior under thermodynamic pressure from their environment. The objective of the analysis domain is to develop analytical tools to support the development of human-engineered physically intelligent systems and to understand physical intelligence in the natural world.

2.3 The contractor shall provide support for the successful execution of these programs and their related technologies. This includes technology evaluations, participation at meetings, coordination with related Government and performer organizations, program planning, background research and bibliographic research, meeting preparation, and presentation production. The contractor shall also provide inputs to the Program Manager (PM), assisting in responses to internal/external inquiries related to the research. The contractor shall provide, as required, informal feedback to the PM, as well as formal feedback at critical program events/activities.

3.0 TECHNICAL REQUIREMENTS

In accordance with DARPA policy and DSO guidance, the contractor shall provide the technical and administrative personnel and expertise to accomplish the following tasks and sub-tasks:

3.1 Technical Expertise

3.1.1 (1 FTE) The candidate should have Ph.D. in physics or related physical science with extensive work experience in at least one of the following additional areas: computer science, control systems, psychology, cognitive science, or neuroscience. The candidate must have a broad and deep experience of the history of computing, artificial intelligence, cognitive computing, cybernetics and control systems with an ability to effectively articulate the strengths, limitations and relationships among these domains. The candidate must have excellent written communication skills and demonstrated capacity to analyze and summarize diverse technical literature.

3.2 Technical Review, Evaluations/Assessments, and Analyses

3.2.1 The contractor shall provide input to the PM in meeting the objectives of these programs and in carrying out associated technical and program management responsibilities. The contractor shall provide technical analyses to help define, assess, and monitor the technical aspects of the programs. In particular, the contractor will conduct performance analyses and assist with technical assessments of performer progress based on the task elements within the performer's SOW in order to track program progress, technical risk, and potential program impact of failure.

3.2.2 The contractor shall provide technical support for office-based initiatives (new program concepts and technologies), new starts, SBIR efforts, and STTR efforts at the direction of the PM. The contractor shall participate in technical reviews of these activities and provide assistance with technical evaluation and independent assessments of the concepts and related technologies. The contractor shall prepare briefings, reports, and other related documentation/data to support the development and approval of these activities. In addition, the contractor may be requested to coordinate with potential users to formulate performance and programmatic requirements for new program concepts/technologies.

3.2.3 The contractor shall participate in technical reviews to assist in evaluating performer progress. The contractor shall provide assistance to support technical assessment of specific task elements within the SOW with regard to progress, technical risk and potential program impact of failure. The contractor shall provide technical input to risk reduction activities that are external to the programs but important to achieving successful transition of the technology.

3.3 Testing and Modeling

The contractor shall provide technical support for the programs in the areas of defining test objectives and procedures, theoretical calculation and analysis related to performer progress, modeling objectives and techniques, and coordination of modeling and testing.

3.3.1 The contractor shall plan, coordinate, and assist with testing and/or demonstrations as required by the PM to support the objectives of the programs. The contractor shall work with performers, government collaborators, and test ranges to develop test configurations, other requirements, and detailed test plans. The contractor shall participate in the development of accomplishment criteria for contractor Test Readiness Reviews. The contractor shall act as a liaison between the government test range personnel and the performers.

3.3.2 The contractor shall assist DARPA with independent assessments of results of laboratory and other tests conducted by the performers to help the PM determine risk or risk mitigation strategies.

3.4 Transition Support and Program Coordination

The contractor shall work with the PM to establish and maintain communication and coordinate efforts with potential transition partners (internal and/or external to DARPA). The contractor shall establish a dialogue with potential users, determine the Services' requirements, and will coordinate development of the programs to meet transition partner needs. The contractor shall seek to leverage developments by other organizations and programs in order to provide a more comprehensive transition plan.

3.5 Program Administration

The contractor shall provide some technically-related administrative functions for conducting all tasks associated with this statement of work. The contractor shall provide inputs for the preparation of briefings, develop draft versions of briefings, compose and process reports, and organize and host meetings.

3.5.1 The contractor shall review or coordinate the review of requests for public release, secure PM approval, submit and track requests to DARPA's Technical Information Office, and maintain a file of public release material.

3.5.2 The contractor shall assist, as deemed necessary by the PM, with aspects of financial management such as developing budgets based upon technical basis of estimate, interfacing with Agents, and helping to obtain attachments required for Arpa Orders. Any work in this area will be coordinated with the financial/business SETA assigned to the PM.

3.5.3 As required by the PM, the contractor shall organize and maintain files of program documentation with rapid availability both to the contractor and the PM.

3.6 Briefing, Report, and Communications Preparation

3.6.1 The contractor shall provide personnel, equipment and software capable of preparing reports, graphic presentations, scanning documents, and faxing documents. The contractor shall provide a capability for rapid turnaround of time critical materials.

3.6.2 The contractor shall prepare drafts of DIRO (Director's Office) review briefings, DSO review briefings, industry day/workshop presentations, technical interchange meetings, and other briefings/presentations for internal and external use.

3.7 Reports

A copy of each report from this delivery order will be provided to the PM based upon the type of report defined below.

3.7.1 Monthly Progress/Status Report

The contractor shall submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the PM and DSO ADPM. The report information includes:

3.7.1.1 Task Order-level Financial Information

Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel, and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.

3.7.1.2 Monthly Financial Information

For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).

3.7.1.3 Monthly Accomplishments/Issues Information

Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).

3.7.2 Briefings and Informal Reports

The contractor shall prepare technical briefings and informal reports as required.

3.7.3 Final Report

The contractor shall provide a final report to the PM and DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES

Government Furnished Information

The Government will provide the contractor access to information and documentation on DARPA policies/procedures/guidelines and the current programs, as appropriate, including award instruments, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request. Access to classified program data will be on a need-to-know basis as determined by the PM.

5.0 TRAVEL

The contractor will be required to provide technical input at program meetings that will require local travel in the Arlington, VA area as well as travel to the investigators' institutions, conferences, symposia, and to potential transition customers. For annual planning purposes, travel should be proposed as $6,000.

6.0 OTHER

6.1 Security

This work will be unclassified.

6.2 Place of Performance

The contractor shall perform the required support from contractor facilities located in Virginia and from other contractor locations as appropriate.

7.0 TECHNICAL POINT OF CONTACT

The DARPA PM responsible for the technical aspects of these programs is:

Todd Hylton
DARPA Defense Sciences Office
Arlington, VA 22203
Phone: (703) 526-4056
email address: todd.hylton@darpa.mil

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	$258,314.00	$258,314.00	$ 0.00	04/01/2011 - 03/31/2012
0001AB	$ 6,000.00	$ 6,000.00	$ 0.00	04/01/2011 - 03/31/2012
0001AC	$ 542.00	$ 542.00	$ 0.00	04/01/2011 - 03/31/2012
0002AA	$257,698.00	$ 0.00	$ 257,698.00	04/01/2012 - 03/31/2013
0002AB	$ 6,000.00	$ 0.00	$ 6,000.00	04/01/2012 - 03/31/2013
0002AC	$ 542.00	$ 0.00	$ 542.00	04/01/2012 - 03/31/2013
0003AA	$259,372.00	$ 0.00	$259,372.00	04/01/2013 - 03/31/2014
0003AB	$ 6,000.00	$ 0.00	$ 6,000.00	04/01/2013 - 03/31/2014
0003AC	$ 542.00	$ 0.00	$ 542.00	04/01/2013 - 03/31/2014
Total	$795,010.00	$264,856.00	$530,154.00	

ORDER FOR PPLIES OR SERVICES

PAGE 1 OF 11 PAGES

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

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
04/01/2011	D11PC20064
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
D11PD20070	SZ110287

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

6. SHIP TO: Deidra Eberhardt

a. NAME OF CONSIGNEE
DARPA

b. STREET ADDRESS
3701 N. Fairfax Drive

c. CITY	d. STATE	e. ZIP CODE
Arlington	VA	22203-1714

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME
SYSTEM PLANNING CORPORATION

c. STREET ADDRESS
3601 WILSON BLVD

d. CITY	e. STATE	f. ZIP CODE
ARLINGTON	**VA**	**22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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
2011 - - WH - 6941 - - 255D - - WHDRP - - - G15912 - - 1A - - - -

10. REQUISITIONING OFFICE

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
Destination

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

b. STREET ADDRESS *(or P.O. Box)*
NBC / Acquisition Services Directorate,Sierra Vista Division,P.O. Box 12924

c. CITY	d. STATE	e. ZIP CODE	$150,000.00	17(i) GRAND TOTAL
Fort Huachuca	AZ	85670-2924		

22. UNITED STATES OF AMERICA BY *(Signature)* Lisa A Mattocks 4/15/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_______. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20070

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year These non-personal services will be accomplished in accordance with the Statement of Work, "BRIOCHE & Nimbus Technical Support Task #2" undated, incorporated in section C as full text. The contractor's proposal No. 2011-177, dated 4 January 2011 is hereby incorporated by reference. POP: April 1, 2011- March 31, 2012 NTE: $368,706.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110287	1.00	EA	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base Year Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW). NTE $ 341,361.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110287	1.00	EA	$ 140,000.000	$ 140,000.00	
0001AB	Travel (T&M) Base Year Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.51% 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 $21,702.00 (Includes 8.51% G&A) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110287	1.00	EA	$ 10,000.000	$ 10,000.00	
0001AC	Other Direct Costs (ODC's) (T&M) Base Year ODC is a Cost Reimburseable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW). NTE $5,642.52 (Includes 8.51% G&A) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110287	1.00	EA	$ 0.000	$ 0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $150,000.00

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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 Year

These non-personal services will be accomplished in accordance with the Statement of Work, "BRIOCHE & Nimbus Technical Support Task #2" undated, incorporated in section C as full text. The contractor's proposal No. 2011-177, dated 4 January 2011 is hereby incorporated by reference.
POP: April 1, 2011- March 31, 2012
NTE: $368,706.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2011- March 31, 2012
NTE: $341,361.00

SubCLIN 0001AB-Travel (T&M) Base Year
Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.51% 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).
POP: April 1, 2011- March 31, 2012
NTE: $21,702.00 (Includes 8.51% G&A)

SubCLIN 0001AC-Other Direct Costs (ODC's) (T&M) Base Year

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2011- March 31, 2012
NTE: $5,642.52 (Includes 8.51% G&A)

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, "BRIOCHE & Nimbus Technical Support Task #2" undated, incorporated in section C as full text. The contractor's proposal No. 2011-177, dated 4 January 2011 is hereby incorporated by reference.
POP: April 1, 2011- March 31, 2012
POP: April 1, 2012- March 31, 2013
NTE: $380,718.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2012- March 31, 2013
NTE: $353,374.00

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 8.51% 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).
POP: April 1, 2012- March 31, 2013
NTE: $21,702.00 (Includes 8.51% G&A)

SubCLIN 0002AC-Other Direct Costs (ODC's) (T&M) Option 1

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2012- March 31, 2013
NTE: $5,642.52 (Includes 8.51% G&A)

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, "BRIOCHE & Nimbus Technical Support Task #2" undated, incorporated in section C as full text. The contractor's proposal No. 2011-177, dated 4 January 2011 is hereby incorporated by reference.
POP: April 1, 2011- March 31, 2012
POP: April 1, 2013- March 31, 2014
NTE: $392,989.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2013- March 31, 2014
NTE: $365,645.00

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 8.51% 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).
POP: April 1, 2013- March 31, 2014
NTE: $21,702.00 (Includes 8.51% G&A)

SubCLIN 0003AC-Other Direct Costs (ODC's) (T&M) Option 2

ODC is Cost Reimbursable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2013- March 31, 2014
NTE: $5,642.52 (Includes 8.51% G&A)

Total Task Order including all Option is $1,142,413.00

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK
Dr. Matthew S. Goodman - BRIOCHE & Nimbus Technical Support Task #2

1.0 SCOPE
The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.

2.0 BACKGROUND
2.1. Nimbus - Nimbus is a fundamental science program focused on obtaining a comprehensive understanding of the lightning process, its associated emissions (e.g., x-rays) and its ionospheric components for the better protection of troops, assets, and ordnance, and deeper insights into high voltage, high current electromagnetic phenomena.
2.2. Brioche - Basic Research on Ionospheric Characteristics and Effects (BRIOCHE) is a broad, basic research program that will explore ionospheric phenomena and its impact on communications and space weather. The research will focus on the underlying physics of ionospheric storms, current drive, scintillations, and other ionospheric effects over a broad range of optical and RF frequencies.
2.3. Classified Program - support on applications of electromagnetic phenomena
2.4 The contractor shall provide support for the successful execution of these programs and their related technologies. This includes technology evaluations, participation at meetings, coordination with related Government and performer organizations, program planning, background research and bibliographic research, meeting preparation, and presentation production. The contractor shall also provide inputs to the Program Manager (PM), assisting in responses to internal/external inquiries related to the research. The contractor shall provide, as required, informal feedback to the PM, as well as formal feedback at critical program events/activities.
3.0 TECHNICAL REQUIREMENTS
In accordance with DARPA policy and DSO guidance, the contractor shall provide the technical personnel and expertise to accomplish the following tasks and sub-tasks:
3.1 Technical Expertise
The contractor shall provide relevant expertise, experience, and background in the described area, at no less than 1.0 FTE in total for this support:
3.1.1 Minimum BS/BA (plus some postgraduate work or degree) in meteorology; expertise and experience in mesoscale convective systems and other thunderstorm generating systems, demonstrated knowledge and experience related to severe storm research, and measurement techniques. Demonstrated knowledge of leading edge research and measurement techniques on lightning in the troposphere; Demonstrated knowledge relating to upward going lightning including phenomena such as sprites, elves, and gigantic blue jets. A demonstrated understanding, knowledge and interest in lightning initiation, propagation and attachment; measurement techniques for lightning and its associated emissions. Demonstrated experience and knowledge of lightning related impact of severe weather on aircraft operations. Knowledge of space weather-related phenomena and their relationship to lightning in the troposphere. Five years or more of working experience, beyond the advanced degree is required.

3.2 Technical Review, Evaluations/Assessments, and Analyses
3.2.1 The contractor shall provide input to the PM in meeting the objectives of these programs and in carrying out associated technical and program management responsibilities. The contractor shall provide technical analyses to help define, assess, and monitor the technical aspects of the programs. In particular, the contractor will conduct performance analyses and assist with technical assessments of performer progress based on the task elements within the performer's SOW in order to track program progress, technical risk, and potential program impact of failure.
3.2.2 The contractor shall provide technical support for office-based initiatives (new program concepts and technologies), new starts, SBIR efforts, and STTR efforts at the direction of the PM. The contractor shall participate in technical reviews of these activities and provide assistance with technical evaluation and independent assessments of the concepts and related technologies. The contractor shall prepare briefings, reports, and other related documentation/data to support the development and approval of these activities. In addition, the contractor may be requested to coordinate with potential users to formulate performance and programmatic requirements for new program concepts/technologies.
3.2.3 The contractor shall participate in technical reviews to assist in evaluating performer progress. The contractor shall provide assistance to support technical assessment of specific task elements within the SOW with regard to progress, technical risk and

potential program impact of failure. The contractor shall provide technical input to risk reduction activities that are external to the programs but important to achieving successful transition of the technology.

3.3 Testing and Modeling

The contractor shall provide technical support for the programs in the areas of defining test objectives and procedures, theoretical calculation and analysis related to performer progress, modeling objectives and techniques, and coordination of modeling and testing.

3.3.1 The contractor shall plan, coordinate, and assist with testing and/or demonstrations as required by the PM to support the objectives of the programs. The contractor shall work with performers, government collaborators, and test ranges to develop test configurations, other requirements, and detailed test plans. The contractor shall participate in the development of accomplishment criteria for contractor Test Readiness Reviews. The contractor shall act as a liaison between the government test range personnel and the performers.

3.3.2 The contractor shall assist DARPA with independent assessments of results of laboratory and other tests conducted by the performers to help the PM determine risk or risk mitigation strategies.

3.4 Transition Support and Program Coordination

The contractor shall work with the PM to establish and maintain communication and coordinate efforts with potential transition partners (internal and/or external to DARPA). The contractor shall establish a dialogue with potential users, determine the Services' requirements, and will coordinate development of the programs to meet transition partner needs. The contractor shall seek to leverage developments by other organizations and programs in order to provide a more comprehensive transition plan.

3.5 Program Administration

The contractor shall provide some technically-related administrative functions for conducting all tasks associated with this statement of work. The contractor shall provide inputs for the preparation of briefings, develop draft versions of briefings, compose and process reports, and organize and host meetings.

3.5.1 The contractor shall review or coordinate the review of requests for public release, secure PM approval, submit and track requests to DARPA's Technical Information Office, and maintain a file of public release material.

3.5.2 The contractor shall assist in preparing, maintaining, and updating a security classification guide if required during the course of the programs.

3.5.3 The contractor shall assist, as deemed necessary by the PM, with aspects of financial management such as developing budgets based upon technical basis of estimate, interfacing with Agents, and helping to obtain attachments required for Arpa Orders. Any work in this area will be coordinated with the financial/business SETA assigned to the PM.

3.5.4 As required by the PM, the contractor shall organize and maintain files of program documentation with rapid availability both to the contractor and the PM.

3.6 Briefing, Report, and Communications Preparation

The contractor shall provide personnel, equipment and software capable of preparing reports, graphic presentations, scanning documents, and faxing documents. The contractor shall provide a capability for rapid turnaround of time critical materials. The contractor shall provide the capability to prepare briefings and reports up to and including the TOP SECRET/SCI level.

3.6.2 The contractor shall prepare drafts of DIRO (Director's Office) review briefings, DSO review briefings, industry day/workshop presentations, technical interchange meetings, and other briefings/presentations for internal and external use.

3.7 Hosting Meetings

3.7.1 The contractor shall provide personnel and facilities to organize, logistically support and host program-related meetings and new concept industry days/workshops. The contractor shall provide a conference room capable of comfortably accommodating at least 20 people. The facility shall be within 15 minutes walking distance of the DARPA at 3701 North Fairfax Drive, Arlington. The conference room shall provide adequate security for up to TOP SECRET/SCI level classified discussions.

3.7.2 Meeting support services include planning, organizing, scheduling, agenda planning, conference material and proceedings preparation, provision for audio-visual services/equipment and security services. The contractor shall also make provisions for administrative support for meetings at non-DARPA locations. It is anticipated that annually one west coast meeting will need to be supported.

3.8 Reports

A copy of each report from this delivery order will be provided to the PM based upon the type of report defined below.

3.8.1 Monthly Progress/Status Report

The contractor shall electronically submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the PM and DSO ADPM. The report information includes:

3.8.1.1 Task Order-level Financial Information

Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel,

and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.

3.8.1.2 Monthly Financial Information

For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).

3.8.1.3 Monthly Accomplishments/Issues Information

Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).

3.8.2 Briefings and Informal Reports

The contractor shall prepare technical briefings and informal reports as required.

3.8.3 Final Report

The contractor shall electronically provide a final report to the PM and DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES

Government Furnished Information

The Government will provide the contractor access to information and documentation on DARPA policies/procedures/guidelines and the current programs, as appropriate, including award instruments, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request. Access to classified program data will be on a need-to-know basis as determined by the PM.

5.0 TRAVEL

The contractor will be required to provide technical input at program meetings that will require local travel in the Arlington, VA area as well as travel to the investigators' institutions, conferences, symposia, and to potential transition customers. For annual planning purposes travel should be proposed as $20,000, including one technical SETA trip to Alaska and meeting planner travel (which should be separately identified in the cost proposal).

6.0 OTHER

6.1 Security

The majority of this work will be unclassified; however, technical contractor personnel must have a TS/SCI clearance level. Meeting planning administrative support must have a SECRET clearance.

6.2 Place of Performance

The contractor shall perform the required support from contractor facilities located in Virginia and from other contractor locations as appropriate.

7.0 TECHNICAL POINT OF CONTACT

The DARPA PM responsible for the technical aspects of these programs is:

Matthew S. Goodman, Ph.D.
DARPA Defense Sciences Office
Arlington, VA 22203
571.218.4681
Matthew.Goodman@darpa.mil

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of $150,000.00 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 July 31, 2011.

G.2 FUNDING STATUS

Task Order Funding Status Recap:

CLINs	Estimated Value	Obligated Amount	Unobligated Amount	Period of Performance
0001AA	$341,361.00	$140,000.00	$ 0.00	4/01/2011 - 3/31/2012
0001AB	$ 21,702.00	$ 10,000.00	$ 0.00	4/01/2011 - 3/31/2012
0001AC	$ 5,642.52	$ 0.00	$ 0.00	4/01/2011 - 3/31/2012
0002AA	$353,374.00	$ 0.00	$353,374.00	4/01/2012 - 3/31/2013
0002AB	$ 21,702.00	$ 0.00	$ 21,702.00	4/01/2012 - 3/31/2013
0002AC	$ 5,642.52	$ 0.00	$ 5,642.52	4/01/2012 - 3/31/2013
0003AA	$365,645.00	$ 0.00	$365,645.00	4/01/2013 - 3/31/2014
0003AB	$ 21,702.00	$ 0.00	$ 21,702.00	4/01/2013 - 3/31/2014
0003AC	$ 5,642.52	$ 0.00	$ 5,642.52	4/01/2013 - 3/31/2014
Total	$1,142,413.00	$150,000.00	$992,413.00	

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE TO PROCEED

Notice to proceed was sent to the performer on April 4, 2011.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 13 PAGES

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

1. DATE OF ORDER: 04/01/2011	2. CONTRACT NO. *(If any)*: D11PC20064
3. ORDER NO.: D11PD20058	4. REQUISITION/REFERENCE NO.: SZ110264

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

6. SHIP TO:

a. NAME OF CONSIGNEE: No Shipping Information

b. STREET ADDRESS

c. CITY | d. STATE | e. ZIP CODE

7. TO:

a. NAME OF CONTRACTOR: **Mr. Todd Norell 703-351-8736**

b. COMPANY NAME: **SYSTEM PLANNING CORPORATION**

c. STREET ADDRESS: **3601 WILSON BLVD**

d. CITY: **ARLINGTON** | e. STATE: **VA** | f. ZIP CODE: **22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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: DARPA

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

☑ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

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: Financial			
	a. NAME: Dept. of the Interior-National Business Center, Denver Payment Office			
	b. STREET ADDRESS *(or P.O. Box)*: Product and Services, Mailstop D-2777,P.O. Box 272025		$269,535.00	17(i) GRAND TOTAL
	c. CITY: Denver	d. STATE: CO	e. ZIP CODE: 80227-9025	

22. UNITED STATES OF AMERICA BY *(Signature)*: Lisa A Mattocks 3/19/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
Product

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

PLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_______. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS	GROSS WEIGHT		RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20058

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director Program Management (ADPM) Support Task 4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference. NTE: $271,825.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110264	1.00	EA	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base The contractor shall provide non-personal services in accordance with the Statement of Work entitled "deidra Eberhardt - Asisstant Director, Program management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference. NTE: $266,282.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110264 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15902 - - 1A - - - $64,535.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $200,000.00	1.00	EA	$ 264,535.000	$ 264,535.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $264,535.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20058

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 Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.5.1% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel shall be performed as prescribed in the Statement of Work entitled "Deidra Eberhardt - Assitant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference. NTE: 5,000.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110264 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $5,000.00	1.00	EA	$ 5,000.000	$ 5,000.00	
0001AC	Other Direct Costs (T&M) (ODCs) Base ODC is a Cost Reimburseable Line Item and shall be invoiced on an actual cost basis and in accordance with the Statement of Work entitled "Deidra Eberhardt - Assitant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference. NTE: $543.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110264	1.00	EA	$	$	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $5,000.00

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 LINE ITEM (CLIN) DESCRIPTION

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

The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director Program Management (ADPM) Support Task 4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

The value of this CLIN shall not exceed $271,825.00
POP: 04/01/2011 - 03/31/2012

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

The contractor shall provide nonpersonal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2011- March 31, 2012
NTE: $266,282.00

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

Travel shall be performed as prescribed in the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.5.1% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31.

POP: April 1, 2011- March 31, 2012
NTE: $5,000.00

SubCLIN 0001AC-Other Direct Costs (ODC's) (T&M) Base Year

ODC is a Cost Reimbursable Line Item and shall be invoiced on an actual cost basis and in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2011- March 31, 2012
NTE: $543.00

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

The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director Program Management (ADPM) Support Task 4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2012- March 31, 2013
NTE: $281,116.00

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

The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2012- March 31, 2013
NTE: $275,573.00

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

Travel shall be performed as prescribed in the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.5.1% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31.

POP: April 1, 2012- March 31, 2013
NTE: 5,000.00

SubCLIN 0002AC-Other Direct Costs (ODC's) (T&M) Option 1

ODC is a Cost Reimbursable Line Item and shall be invoiced on an actual cost basis and in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2012- March 31, 2013
NTE: $543.00

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

The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director Program Management (ADPM) Support Task 4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2013- March 31, 2014
NTE: $290,758.00

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

The contractor shall provide non-personal services in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2013- March 31, 2014
NTE: $285,215.00

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

Travel shall be performed as prescribed in the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this order by full text in Section C.1. Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 8.5.1% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31.

POP: April 1, 2013- March 31, 2014
NTE: $5,000.00

SubCLIN 0003AC-Other Direct Costs (ODC's) (T&M) Option 2

ODC is a Cost Reimbursable Line Item and shall be invoiced on an actual cost basis and in accordance with the Statement of Work entitled "Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4" undated and incorporated to this

order by full text in Section C.1. The contractor's proposal number D10PS20002, submitted 24 February 2011, is hereby incorporated by reference.

POP: April 1, 2013- March 31, 2014

NTE: $543.00

Total Task Order including all Option is $843,698.00

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK
Deidra Eberhardt - Assistant Director, Program Management (ADPM) Support Task #4

1.0 SCOPE
The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.

2.0 BACKGROUND
2.1 The ADPM is responsible for the financial, programmatic, contractual, and business operations of the technical office. As such, SETA support is required to assist in maintaining these areas to ensure DSO meets all financial, contractual, and business goals, deadlines, and requirements.
2.2 This task will provide financial/business/programmatic SETA support assigned to a DSO Program Manager (PM) in managing, tracking, and executing his/her funding, adhering to all required DARPA and DSO administrative policies and guidance, providing meeting planning and execution support, responding to DSO, DARPA, OSD, and any other required taskers, providing budget/funding analysis, working with various agents to obligate funding, tracking all agent-related information including contract data, developing Program Approval Document (PAD) budgets, creating and submitting Arpa Orders (AOs), maintaining organized files, preparing travel authorizations (orders) and vouchers, and maintaining the PM's calendar.
2.3 The following programs may be supported:
" Crystalline Cellulose Conversion to Glucose (C3G)
" Antibody Technology Program
" Various Congressional and new initiative efforts
" Restorative Injury Repair
" Protein Design Processes

3.0 TECHNICAL REQUIREMENTS
In accordance with DARPA policy and DSO guidance, the contractor shall provide the personnel and expertise to accomplish the following tasks and sub-tasks:
3.1 Technical Expertise
3.1.1 (1.0 FTE) BS with at least 6 years of DSO financial, business, and programmatic experience supporting biology-related programs.
3.1.2 Must have hands-on familiarity with the DARPA financial systems (Findex, Monitor, and Momentum) and using them to create AOs, track program funding, and verify commitments/obligations/expenditures. Experience with GQL is desired.
3.1.3 Must have experience preparing an AO according to DARPA and DSO guidance with all of the appropriate attachments, references, and language. This includes knowing how to set up approved funding according to the acquisition strategy of the program and the associated award instrument in the DARPA financial system (e.g., due bills, options).
3.1.4 Must be familiar with DARPA Instruction (DI) 15 (Financial Management Procedures) and have experience developing, tracking, and analyzing budget data. This includes preparing PAD budgets, preparing and updating an annual obligation forecast, practicable knowledge of financial policies (e.g., various fund's expiration timelines, limitations on various program element appropriations, OSD financial execution milestone dates, etc.), and creating MSExcel spreadsheets to effectively organize data.
3.1.5 Must be highly organized and professional, pay attention to detail and deadlines, able to communicate effectively with PMs, other SETA staff, performers, other external and internal organizations, and management. Must also have practicable knowledge of DARPA and DSO policies and the responsibilities that apply to a PM and SETA, specifically DI 70 (Contractor Relationships).
3.1.6 Must have hands-on familiarity with the Defense Travel System (DTS) and successful experience in creating/amending and signing authorizations, and creating and submitting vouchers (local and non-local). Experience in cross-organizational-funded orders, invitational orders, and preparing international travel authorizations/vouchers is desired.
3.1.7 Must have demonstrated experience with MSOutlook in managing a dynamic calendar.
3.1.8 Must have experience planning and organizing the logistics and details associated with hosting a meeting for up to 20 people. Experience with larger number of attendees (50 or more) is desired.
3.2 Financial Execution and Analysis

3.2.1 The contractor shall forecast, track, and update the commitment, obligation, and expenditure data for prior fiscal year and current fiscal year DSO budgets. This includes all program budget data, Congressionals, and small initiative funding. The contractor shall maintain the obligation forecast data in a prescribed spreadsheet which shall be updated weekly. The contractor shall meet with the ADPM at a minimum monthly, to review and highlight important changes, challenges, and issues associated with the obligation forecast.
3.2.2 The contractor shall create AOs to commit approved funding (program, Congressional, and small initiative) in a timely manner. The AOs must follow the DSO current policy for language, attachments, and approval routing.
3.2.3 The contractor shall create and/or update MSExcel workbooks/spreadsheets, graphs, pie charts, and MSPowerpoint slides with accurate financial information to support various briefings, meetings, reviews, and taskers.
3.2.4 The contractor shall interface and coordinate with various contracting and technical agents associated with the PM's portfolio to assist in planning acquisition strategy, exchange timelines and information associated with new award instruments and modifications, and obtain status on all open actions. The contractor shall monitor the financial system to verify obligation status and shall obtain copies of award instruments/modifications to submit to the OCH if they are not reflected in the financial system in a timely manner.
3.2.5 The contractor shall understand and prepare the details of all funding profiles and budget slides used in new start, source selection, and other briefings. The contractor must ensure the DSO ADPM has reviewed the funding profile before it is included in a new start briefing as well as the PAD.
3.2.6 The contractor shall, upon determination by the PM of the proposal(s) recommended for funding under his/her program-specific Broad Agency Announcement (BAA), conduct a high-level review of the recommended proposal(s) to assist in determining their executability. The contractor will be provided a checklist to use as a guide for verifying whether the required information was appropriately submitted as part of the proposal. The results of the checklist will be included in the AO that goes to the agent, along with the proposal. The contractor may be requested to assist other SETAs in accomplishing this review.
3.3 Programmatic Support
3.3.1 The contractor shall maintain a comprehensive understanding of the PM's portfolio, including approved programs, Congressional efforts, new initiatives, and SBIRs/STTRs. This includes total budget, cognizance of who the performers are, what years the portfolio has funding, and in what phase/stage approved programs, SBIRs/STTRs, and Congressionals are in.
3.3.2 The contractor shall maintain organized files on the DSO server to store program-related briefings, documentation, reports, etc. This includes tracking and maintaining an inventory of all deliverables associated with the PM's efforts (approved programs, Congressional efforts, new initiatives, and SBIRs/STTRs).
3.3.3 The contractor shall store PM briefings, documentation, AOs, reports, etc. in the DSO e-library when a program, new initiative, Congressional, and SBIR/STTR is complete. Dual storage in the e-library and DSO server may occur if the PM wishes to have the completed effort remain on the DSO server.
3.3.4 If the PM departs the agency, the contractor shall transfer all relevant briefings, data, information, documentation, and reports to another PM as designated by the ADPM. The contractor shall meet with the receiving PM and/or SETA team to relay pertinent aspects related to the transferring effort (e.g., agent and performer history, current issues/challenges, missing data, etc.) to help ensure a smooth transition.
3.3.5 The contractor shall interface and work with other DARPA SETAs, PMs, and government staff, on portfolio-related taskers, drills, Congressional inquiries, GAO inquiries, and other analyses and reporting as requested by the PM and ADPM. The contractor shall NOT provide any financial data outside of DSO without ADPM permission.
3.3.6 The contractor shall coordinate with the DSO BAA team when there is a BAA, special notice, or request for information to be published in support of a PM. The contractor shall assist the PM in providing the required documentation, in the currently prescribed format (which is frequently updated), to the BAA team.

3.4 Travel Support
3.4.1 The contractor shall create in DTS authorizations (orders), amended authorizations, and vouchers (local and non-local) in accordance with DTS and DSO guidelines (including international travel). This includes working with the PM(s) to determine their travel requirements, obtaining their receipts so that a voucher may be submitted NLT 5 days after their return from travel, and promptly cancelling in DTS any travel not taken after an authorization has been approved.
3.4.2 Any cross-organizational funding, whether DARPA is the funding source or the PM is the funding recipient, shall be coordinated with the appropriate external organization. Notification of either situation must be provided to the ADPM. If DARPA is funding another government personnel's travel, the contractor shall work with the ADPM to coordinate with the Comptroller's office for providing the funding line in the authorization. A note/memo must be included in the authorization clearly identifying if the PM's travel is being funded by an external organization.
3.4.3 For special travel situations such as permissive TDY and certain trips funded by other organizations, the contractor shall prepare the appropriate documentation and authorization in DTS.
3.4.4 The contractor shall maintain a travel spreadsheet that includes the program supported for the trip, description of the purpose of travel, destination, departure/return dates, authorization CBA and per diem estimates, final voucher amounts, and when a voucher is paid. This includes invitational orders, which count against a PM's annual travel budget. Travel being funded by an external organization must also be included in the spreadsheet, but these travel costs should not calculate in the monthly reporting against the

PM's annual budget. This report shall be frequently updated to maintain currency and includes forecasted travel for the duration of the current fiscal year. The spreadsheet will be submitted to the DSO Program Analyst at least monthly, or more frequently as requested.

3.5 Meeting Support

3.5.1 The contractor shall plan local and non-local PI meetings, workshops, and industry days, as requested by the PM. For smaller meetings (20 people or less) the contractor shall accomplish all planning aspects and logistics for these events including, but not limited to, location, food and beverage, registration, handout materials, and A/V equipment.

3.5.2 For events with more than 20 attendees the contractor, with PM approval, may use a planning contractor under task to the PM or the Front Office to assist in planning the event. For these larger events the contractor under this task order is expected to assist the planning contractor with providing logistical information and decisions by the PM, onsite registration, and any other aspects he/she is able to contribute to.

3.6 Administrative Support

3.6.1 Per 4.1, the contractor will be given access to DARPA policies and instructions. The contractor shall follow DARPA Instructions (DIs), policies, and DSO guidance and assist the PM in adhering to these. Specifically, the contractor is responsible for understanding and adhering to DI 70 (Contractor Relationships). Moreover, the contractor shall become familiar with where to locate DIs to research unfamiliar requirements and responsibilities. The contractor shall adhere to the releasability constraints on all DIs.

3.6.2 The contractor shall effectively maintain a calendar for one or more PMs.

3.6.3 The contractor shall make photocopies, send faxes, prepare written correspondence, send email correspondence, answer correspondence, relay information, screen phone calls, and conduct other administrative functions, in behalf and with the concurrence of, a PM or the Front Office.

3.6.4 The contractor is responsible for completing all DARPA-required training, equipment refreshes/updates, and any other DARPA and/or DSO-related administrative requirements, by the prescribed deadlines. Failure to do so may result in removal of equipment/access or removal from this task order.

3.7 Front Office Support

The contractor shall support ad-hoc DSO Front Office taskers such as providing PM-related portfolio data (specific program, historical, financial, travel, etc.) or input, and preparation and conduct of DARPA and/or DSO briefings, meetings, and other events.

3.8 Reports

3.8.1 Monthly Progress/Status Report

The contractor shall electronically submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the DSO ADPM. The report information includes:

3.8.1.1 Task Order-level Financial Information

Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel, and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.

3.8.1.2 Monthly Financial Information

For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).

3.8.1.3 Monthly Accomplishments/Issues Information

Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).

3.8.2 Briefings and Informal Reports

The contractor shall prepare briefings and informal reports as required.

3.8.3 Final Report

The contractor shall electronically provide a final report to the DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES

4.1 Government Furnished Information

The Government will provide the contractor access to necessary information, documentation, data, files, and DARPA financial system software to accomplish the SOW tasks.

4.2 Government Furnished Equipment

The 1.0 FTE will be assigned IT equipment based upon the required support.

5.0 TRAVEL

For planning purposes travel should be proposed for this effort at a total of $5,000.

6.0 OTHER

6.1 Security

The majority of this work will be unclassified; however the contractor personnel must have a SECRET clearance. Interim SECRET may be acceptable, as deemed by the ADPM.

6.2 Place of Performance

The 1.0 FTE is required to be onsite in the DARPA/DSO location and will be furnished office space with a telephone and supplies.

7.0 TECHNICAL POINT OF CONTACT

The DARPA ADPM is responsible for the technical aspects of this task order:

Deidra Eberhardt
DARPA Defense Sciences Office
Arlington, VA 22203
571-218-4583
deidra.eberhardt@darpa.mil

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of $269,535.00 is presently available for payment and allotted to this contract. It is anticipated this funding may cover the base period. If necessary 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 19, 2012.

Incrementally Funded with FY10 and FY11 Funds. Expire 9/30/11 and 9/30/12 respectively.

G.2 FUNDING STATUS

Task Order Funding Status Recap:

CLINs	Estimated Value	Obligated Amount	Unobligated Amount	Period of Performance
0001AA	$266,282.00	$264,535.00	$ 1747.00	04/01/2011 - 03/31/2012
0001AB	$ 5,000.00	$ 5,000.00	$ 0.00	04/01/2011 - 03/31/2012
0001AC	$ 543.00	$ 000.00	$ 543.00	04/01/2011 - 03/31/2012
0002AA	$275,573.00	$ 0.00	$ 275,573.00	04/01/2012 - 03/31/2013
0002AB	$ 5,000.00	$ 0.00	$ 5,000.00	04/01/2012 - 03/31/2013
0002AC	$ 543.00	$ 0.00	$ 543.00	04/01/2012 - 03/31/2013
0003AA	$285,215.00	$ 0.00	$285,215.00	04/01/2013 - 03/31/2014
0003AB	$ 5,000.00	$ 0.00	$ 5,000.00	04/01/2013 - 03/31/2014
0003AC	$ 543.00	$ 0.00	$ 543.00	04/01/2013 - 03/31/2014
Total	$843,698.00	$269,535.00	$574,163.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 11 PAGES

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

1. DATE OF ORDER: 04/01/2011	2. CONTRACT NO. *(If any)*: D11PC20064
3. ORDER NO.: D11PD20060	4. REQUISITION/REFERENCE NO.: SZ110265

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

6. SHIP TO: Deidra Eberhardt

a. NAME OF CONSIGNEE: DARPA

b. STREET ADDRESS: 3701 N. Fairfax Drive

c. CITY	d. STATE	e. ZIP CODE
Arlington	VA	22203-1714

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME: **SYSTEM PLANNING CORPORATION**

c. STREET ADDRESS: **3601 WILSON BLVD**

d. CITY	e. STATE	f. ZIP CODE
ARLINGTON	**VA**	**22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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))*

☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

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 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			$164,241.00 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*: Lisa Mattocks 3/21/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20060

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year These non-personal services will be accomplished in accordance with the Statement of Work, "SyNAPSE/Physical Intelligence Technical Support Task #4" undated, incorporated in section C as full text. The contractor's proposal No. 2012-016, dated 28 January 2011 is hereby incorporated by reference. NTE: $164,241.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110265	1.00	ea	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base Year Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW) NTE: $157,699.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110265 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $95,976.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $61,723.00	1.00	ea	$ 157,699.000	$ 157,699.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $157,699.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20060

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 Travel and per diem required by the contractor in the performance of this contract shall be invoiced on and actual cost basis plus 8.51% G&A. Travel required to support efforts as described in the Statement of Work (SOW). NTE: $6,000.00 (Includes 8.51% G&A) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110265 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $2,500.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $3,500.00	1.00	ea	$ 6,000.000	$ 6,000.00	
0001AC	Other Direct Costs (ODC's) (T&M) Base Year ODC is a Cost Reimburseable Line Item and shall be invoiced on an actual cost basis plus 8.51% G&A. Other Direct Costs required to support efforts as described in the Statement of Work (SOW). NTE: $542.00 (Includes 8.51% G&A) *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110265 Funding Information: 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15901 - - 1A - - - $500.00 2011 - - WH - 6941 - - 255D - - WHDRP - - - G15903 - - 1A - - - $42.00	1.00	ea	$ 542.000	$ 542.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $6,542.00

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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 Year

These non-personal services will be accomplished in accordance with the Statement of Work, "SyNAPSE/Physical Intelligence Technical Support Task #4" undated, incorporated in section C as full text. The contractor's proposal No. 2012-016, dated 28 January 2011 is hereby incorporated by reference.
POP: April 1, 2011- March 31, 2012
NTE: $164,241.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2011- March 31, 2012
NTE: $157,699.00

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

Travel required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2011- March 31, 2012
NTE: $6,000.00 (Includes 8.51% G&A)

SubCLIN 0001AC-Other Direct Costs (ODC's) (T&M) Base Year

Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2011- March 31, 2012
NTE: $542.00 (Includes 8.51% G&A)

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, "SyNAPSE/Physical Intelligence Technical Support Task #4" undated, incorporated in section C as full text. The contractor's proposal No. 2012-016, dated 28 January 2011 is hereby incorporated by reference.
POP: April 1, 2012- March 31, 2013
NTE: $165,265.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2012- March 31, 2013
NTE: $158,723.00

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

Travel required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2012- March 31, 2013
NTE: $6,000.00 (Includes 8.51% G&A)

SubCLIN 0002AC-Other Direct Costs (ODC's) (T&M) Option 1

Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2012- March 31, 2013
NTE: $542.00 (Includes 8.51% G&A)

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, "SyNAPSE/Physical Intelligence Technical Support Task #4" undated, incorporated in section C as full text. The contractor's proposal No. 2012-016, dated 28 January 2011 is hereby incorporated by reference.
POP: April 1, 2013- March 31, 2014
NTE: $166,343.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2013- March 31, 2014
NTE: $159,801.00

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

Travel required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2013- March 31, 2014
NTE: $6,000.00 (Includes 8.51% G&A)

SubCLIN 0003AC-Other Direct Costs (ODC's) (T&M) Option 2

Other Direct Costs required to support efforts as described in the Statement of Work (SOW).
POP: April 1, 2013- March 31, 2014
NTE: $542.00 (Includes 8.51% G&A)

Total Task Order including all Option is $495,849.00

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK
Todd Hylton - SyNAPSE / Physical Intelligence Technical Support Task #4

1.0 SCOPE
The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.
2.0 BACKGROUND
2.1 SyNAPSE - Today's computers are limited not only by their processing capacity, but also by an architecture requiring human-derived algorithms to instruct the machine how to process the information at its inputs. In contrast, biological neural systems (e.g., brains) autonomously process information in complex environments by automatically learning relevant features. The Systems of Neuromorphic Adaptive Plastic Scalable Electronics (SyNAPSE) program addresses this large difference in computers and brains by developing electronic neuromorphic machine technology that scales to biological levels and has small physical dimensions, low power consumption, and the ability to rapidly sense, organize and respond within real-world environments. The SyNAPSE program involves a broad multidisciplinary approach coordinating aggressive technology development activities in the following areas: (1) electronic hardware, (2) neural, computational and electronic architecture, (3) large scale simulation, and (4) virtual environments.
2.2 Physical Intelligence - Our current understanding of intelligence lacks rigorous foundation grounded in physical science. This lack of foundation has made the goals of engineering intelligent systems elusive. The Physical Intelligence program seeks to establish these missing foundations through an ambitious, coordinated, and comprehensive basic research program. The Physical Intelligence program will address its overall objective through a coordinated effort in three complementary domains: theory, implementation, and analysis. The objective of the theory domain is to develop and validate a physical formalism that unifies and expands ideas from diverse domains such as evolution, thermodynamics, information, and computation. The objective of the implementation domain is to demonstrate the first human-engineered open thermodynamic systems that spontaneously evolve non-trivial "intelligent" behavior under thermodynamic pressure from their environment. The objective of the analysis domain is to develop analytical tools to support the development of human-engineered physically intelligent systems and to understand physical intelligence in the natural world.
2.3 The contractor shall provide support for the successful execution of these programs and their related technologies. This includes technology evaluations, participation at meetings, coordination with related Government and performer organizations, program planning, background research and bibliographic research, meeting preparation, and presentation production. The contractor shall also provide inputs to the Program Manager (PM), assisting in responses to internal/external inquiries related to the research. The contractor shall provide, as required, informal feedback to the PM, as well as formal feedback at critical program events/activities.

3.0 TECHNICAL REQUIREMENTS
In accordance with DARPA policy and DSO guidance, the contractor shall provide the technical personnel and expertise to accomplish the following tasks and sub-tasks:
3.1 Technical Expertise
3.1.1 (.6 FTE) The candidate should have BS or MS with at least 5 years of professional experience in electrical engineering or related field. The candidate must have intimate knowledge of electronic systems, biological nervous systems and historical efforts to unify these areas of knowledge often referred to a neuromorphic electronics or neuromorphic computing. The candidate should have detailed knowledge of neural network models and associated machine learning techniques. The candidate should have excellent computer programming skills and the ability to conceive and simulation neuromorphic systems and devices. The candidate must have demonstrated creativity and initiative in these areas.
3.2 Technical Review, Evaluations/Assessments, and Analyses
3.2.1 The contractor shall provide input to the PM in meeting the objectives of these programs and in carrying out associated technical and program management responsibilities. The contractor shall provide technical analyses to help define, assess, and monitor the technical aspects of the programs. In particular, the contractor will conduct performance analyses and assist with technical assessments of performer progress based on the task elements within the performer's SOW in order to track program progress, technical risk, and potential program impact of failure.
3.2.2 The contractor shall provide technical support for office-based initiatives (new program concepts and technologies), new starts, SBIR efforts, and STTR efforts at the direction of the PM. The contractor shall participate in technical reviews of these activities and provide assistance with technical evaluation and independent assessments of the concepts and related technologies. The contractor shall prepare briefings, reports, and other related documentation/data to support the development and approval of these

activities. In addition, the contractor may be requested to coordinate with potential users to formulate performance and programmatic requirements for new program concepts/technologies.

3.2.3 The contractor shall participate in technical reviews to assist in evaluating performer progress. The contractor shall provide assistance to support technical assessment of specific task elements within the SOW with regard to progress, technical risk and potential program impact of failure. The contractor shall provide technical input to risk reduction activities that are external to the programs but important to achieving successful transition of the technology.

3.3 Testing and Modeling

The contractor shall provide technical support for the programs in the areas of defining test objectives and procedures, theoretical calculation and analysis related to performer progress, modeling objectives and techniques, and coordination of modeling and testing.

3.3.1 The contractor shall plan, coordinate, and assist with testing and/or demonstrations as required by the PM to support the objectives of the programs. The contractor shall work with performers, government collaborators, and test ranges to develop test configurations, other requirements, and detailed test plans. The contractor shall participate in the development of accomplishment criteria for contractor Test Readiness Reviews. The contractor shall act as a liaison between the government test range personnel and the performers.

3.3.2 The contractor shall assist DARPA with independent assessments of results of laboratory and other tests conducted by the performers to help the PM determine risk or risk mitigation strategies.

3.4 Transition Support and Program Coordination

The contractor shall work with the PM to establish and maintain communication and coordinate efforts with potential transition partners (internal and/or external to DARPA). The contractor shall establish a dialogue with potential users, determine the Services' requirements, and will coordinate development of the programs to meet transition partner needs. The contractor shall seek to leverage developments by other organizations and programs in order to provide a more comprehensive transition plan.

3.5 Program Administration

The contractor shall provide some technically-related administrative functions for conducting all tasks associated with this statement of work. The contractor shall provide inputs for the preparation of briefings, develop draft versions of briefings, compose and process reports, and organize and host meetings.

3.5.1 The contractor shall review or coordinate the review of requests for public release, secure PM approval, submit and track requests to DARPA's Technical Information Office, and maintain a file of public release material.

3.5.2 The contractor shall assist, as deemed necessary by the PM, with aspects of financial management such as developing budgets based upon technical basis of estimate, interfacing with Agents, and helping to obtain attachments required for Arpa Orders. Any work in this area will be coordinated with the financial/business SETA assigned to the PM.

3.5.3 As required by the PM, the contractor shall organize and maintain files of program documentation with rapid availability both to the contractor and the PM.

3.6 Briefing, Report, and Communications Preparation

3.6.1 The contractor shall provide personnel, equipment and software capable of preparing reports, graphic presentations, scanning documents, and faxing documents. The contractor shall provide a capability for rapid turnaround of time critical materials.

3.6.2 The contractor shall prepare drafts of DIRO (Director's Office) review briefings, DSO review briefings, industry day/workshop presentations, technical interchange meetings, and other briefings/presentations for internal and external use.

3.7 Reports

A copy of each report from this delivery order will be provided to the PM based upon the type of report defined below.

3.7.1 Monthly Progress/Status Report

The contractor shall submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the PM and DSO ADPM. The report information includes:

3.7.1.1 Task Order-level Financial Information

Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel, and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.

3.7.1.2 Monthly Financial Information

For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).

3.7.1.3 Monthly Accomplishments/Issues Information

Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).

3.7.2 Briefings and Informal Reports

The contractor shall prepare technical briefings and informal reports as required.

3.7.3 Final Report

The contractor shall provide a final report to the PM and DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES

Government Furnished Information

The Government will provide the contractor access to information and documentation on DARPA policies/procedures/guidelines and the current programs, as appropriate, including award instruments, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request. Access to classified program data will be on a need-to-know basis as determined by the PM.

5.0 TRAVEL

The contractor will be required to provide technical input at program meetings that will require local travel in the Arlington, VA area as well as travel to the investigators' institutions, conferences, symposia, and to potential transition customers. For annual planning purposes, travel should be proposed as $6,000.

6.0 OTHER

6.1 Security

This work will be unclassified.

6.2 Place of Performance

The contractor shall perform the required support from contractor facilities located in Virginia and from other contractor locations as appropriate.

7.0 TECHNICAL POINT OF CONTACT

The DARPA PM responsible for the technical aspects of these programs is:

Todd Hylton
DARPA Defense Sciences Office
Arlington, VA 22203
Phone: (703) 526-4056
email address: todd.hylton@darpa.mil

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	$157,699.00	$157,699.00	$ 0.00	4/01/2011 - 3/31/2012
0001AB	$ 6,000.00	$ 6,000.00	$ 0.00	4/01/2011 - 3/31/2012
0001AC	$ 542.00	$ 542.00	$ 0.00	4/01/2011 - 3/31/2012
0002AA	$158,723.00	$ 0.00	$158,723.00	4/01/2012 - 3/31/2013
0002AB	$ 6,000.00	$ 0.00	$ 6,000.00	4/01/2012 - 3/31/2013
0002AC	$ 542.00	$ 0.00	$ 542.00	4/01/2012 - 3/31/2013
0003AA	$159,801.00	$ 0.00	$159,801.00	4/01/2013 - 3/31/2014
0003AB	$ 6,000.00	$ 0.00	$ 6,000.00	4/01/2013 - 3/31/2014
0003AC	$ 542.00	$ 0.00	$ 542.00	4/01/2013 - 3/31/2014
Total	$495,849.00	$164,241.00	$331,608.00	

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 10

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

1. DATE OF ORDER: 04/01/2011	2. CONTRACT NO. *(If any)*: D11PC20064
3. ORDER NO.: D11PD20066	4. REQUISITION/REFERENCE NO.: SZ110267

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

6. SHIP TO: CPT Christopher Warren

a. NAME OF CONSIGNEE: DARPA

b. STREET ADDRESS: 3701 N. Fairfax Drive

c. CITY	d. STATE	e. ZIP CODE
Arlington	VA	22203-1714

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME: **SYSTEM PLANNING CORPORATION**

c. STREET ADDRESS: **3601 WILSON BLVD**

d. CITY	e. STATE	f. ZIP CODE
ARLINGTON	**VA**	**22201-2362**

f. SHIP VIA

8. TYPE OF ORDER

☐ 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.

☐ 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
2011 - - WH - 6941 - - 255D - - WHDRP - - - G15904 - - 1A - - - -

10. REQUISITIONING OFFICE: DARPA

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

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: Ft_Huachuca_Pay_NBCDENVER@

a. NAME: Dept of the Interior - National Business Center

b. STREET ADDRESS *(or P.O. Box)*: National Business Center - Denver,Fiscal Support Section - D2730-FH, 7301 W. Mansfield

c. CITY	d. STATE	e. ZIP CODE
Denver	CO	80235-2230

$310,000.00 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*: Lisa A Mattocks 3/19/11

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided; contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
04/01/2011	D11PC20064	D11PD20066

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Professional, Administrative and Management Support (T&M) Base Year The contractor shall provide non-personal services in accordance with the Statement of Work entitled "CAPT Chris Warren Task # 1" undated and incorporated to this order by full text in Section C.1. The contractor's cost proposal number 2012-036, submitted 25 February 2011, is hereby incorporated by reference. NTE $ 411,545.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110267	1.00	LO	$ 0.000	$ 0.00	
0001AA	Labor (T&M) Base Year The contractor shall provide non-personal services in accordance with the Statement of Work entitled "CAPT Chris Warren Task # 1" undated and incorporated to this order by full text in Section C.1. The contractor's cost proposal number 2012-036, submitted 25 February 2011, is hereby incorporated by reference. NTE $ 391,545.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110267	1.00	LO	$ 300,000.000	$ 300,000.00	
0001AB	Travel (T&M) Base Year Travel and per diem required by the contractor in the performance of this contract shall be invoiced on an actual cost basis plus 6.59% G&A. All travel shall be in accordance with the Joint Federal Travel Regulation (JFTR) and FAR Part 31. Travel shall be performed as prescribed in the Statement of Work entitled "CAPT Chris Warren Task # 1" undated and incorporated to this order by full text in Section C.1. The contractor's cost proposal number 2012-036, submitted 25 February 2011, is hereby incorporated by reference. NTE $ 18,763.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110267	1.00	LO	$ 10,000.000	$ 10,000.00	
0001AC	ODC (T&M) Base Year ODC is a Cost Reimburseable Line Item and shall be invoiced on an actual cost basis and in accordance with the Statement of Work entitled "CAPT Chris Warren Task # 1" undated and incorporated to this order by full text in Section C.1. The contractor's cost proposal number 2012-036, submitted 25 February 2011, is hereby incorporated by reference. NTE $ 0.00 *Start Date* 04/01/2011 *End Date* 03/31/2012 Reference Requisition: SZ110267	1.00	LO	$ 0.000	$ 0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $310,000.00

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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 Year
These non-personal services will be accomplished in accordance with the Statement of Work, "CPT Chris Warren - Technical Support Task # 1" undated, incorporated in section C as full text.
POP: April 1, 2011- March 31, 2012
NTE: $411,545.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2011- March 31, 2012
NTE: $391,545.00

SubCLIN 0001AB-Travel (T&M) Base Year
Travel is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2011- March 31, 2012
NTE: 20,000.00

SubCLIN 0001AC-Other Direct Costs (ODC's) (T&M) Base Year

Other Direct Costs is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2011- March 31, 2012
NTE: $0.00

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, "CPT Chris Warren - Technical Support Task # 1" " undated, incorporated in section C as full text.
POP: April 1, 2012- March 31, 2013
NTE: $443,455.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2012- March 31, 2013
NTE: $423,455.00

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

Travel is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2012- March 31, 2013
NTE: 20,000.00

SubCLIN 0002AC-Other Direct Costs (ODC's) (T&M) Option 1

Other Direct Costs is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2012- March 31, 2013
NTE: $0

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, "CPT Chris Warren - Technical Support Task # 1" " undated, incorporated in section C as full text.
POP: April 1, 2013- March 31, 2014
NTE: $477,676.00

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

Non-personal labor services will be accomplished in accordance with the Statement of Work (SOW)
POP: April 1, 2013- March 31, 2014
NTE: $457,676.00

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

Travel is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2013- March 31, 2014
NTE: $20,000.00

SubCLIN 0003AC-Other Direct Costs (ODC's) (T&M) Option 2

Other Direct Costs is required to support the efforts as described in the Statement of Work (SOW).
POP: April 1, 2013- March 31, 2014
NTE: $0.00

Total Task Order Value is $1,332,675.00.

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

STATEMENT OF WORK
CAPT Chris Warren -Technical Support Task #1

1.0 SCOPE
The Defense Advanced Research Projects Agency (DARPA), Defense Sciences Office (DSO) requires scientific, engineering, and technical assistance (SETA) support to assist in meeting the Office's mission.

2.0 BACKGROUND
2.1 The Hybrid Multi-Material Rotor Program (HMMR) will develop a capability for design, analysis and fabrication of multi-material composite materials that enable optimization of properties in dynamic systems to enable lighter weight US submarine rotors.
2.2 The Maritime Armor Program (MAP) aims to develop lightweight, high performance armor for maritime platforms. It exploits innovative arrangement of materials as opposed to expensive new materials to defeat of advanced warheads.
2.3 The contractor shall provide support for the successful execution of these programs and their related technologies. This includes technology evaluations, participation at meetings, coordination with related Government and performer organizations, program planning, background research and bibliographic research, meeting preparation, and presentation production. The contractor shall also provide inputs to the Program Manager (PM), assisting in responses to internal/external inquiries related to the research. The contractor shall provide, as required, informal feedback to the PM, as well as formal feedback at critical program events/activities.

3.0 TECHNICAL REQUIREMENTS
In accordance with DARPA policy and DSO guidance, the contractor shall provide the technical personnel and expertise to accomplish the following tasks and sub-tasks:
3.1 Technical Expertise
3.1.1 PhD associated with turbulence research contributing to creating unsteady loading of air- or hydro-foils; a background in Navy applications related to propellers and propulsors. Demonstrated experience in Navy-specific applications including steady and unsteady experimental and RANS flows, and acoustic trials facilities. Experience with the SEAWOLF and VIRGINIA propulsor design programs is desirable. A minimum of 15 work years experience is required. Prior exposure to a range of DARPA programs is desirable. (0.3 FTE)
3.1.2 Minimum Masters Degree in Operations Research. Relevant experience and expertise in developing all aspects of cost estimates, finance, schedule development and earned value management. Experience with Navy acquisition of technology systems and knowledge of application of modeling and simulation is desired. Experience with the SEAWOLF and VIRGINIA propulsor design programs is desirable. Prior exposure to a range of DARPA programs, specifically HMMR, is preferred. (.25 FTE)
3.1.3 Minimum BS/BA with background in material or systems sciences in support of armor development. Detailed knowledge of armor system integration including technical, operational, policy, and programmatic elements is required. Knowledge of operational effectiveness and cost effectiveness trade studies, development of program strategies, and planning is desirable. Demonstrated ability to provide top-level performance estimates, schedule and risk assessments, and formulations of briefings, program reviews and presentation materials is desired. A minimum 15 years work experience is required. Prior exposure to a range of armor programs is desirable. (.4 FTE)
3.1.4 Minimum BS/BA in communications or journalism. Experience and expertise in developing all aspects of communications and public affairs relations with emphasis on supporting defense and technology industries is required. A minimum 10 years work experience is required, including prior experience with a range of DARPA programs. (.05 FTE)

3.2 Technical Review, Evaluations/Assessments, and Analyses
3.2.1 The contractor shall provide input to the PM in meeting the objectives of these programs and in carrying out associated technical and program management responsibilities. The contractor shall provide technical analyses to help define, assess, and monitor the technical aspects of the programs. In particular, the contractor will conduct performance analyses and assist with technical assessments of performer progress based on the task elements within the performer's SOW in order to track program progress, technical risk, and potential program impact of failure.
3.2.2 The contractor shall provide technical support for office-based initiatives (new program concepts and technologies), new starts, SBIR efforts, and STTR efforts at the direction of the PM. The contractor shall participate in technical reviews of these activities and provide assistance with technical evaluation and independent assessments of the concepts and related technologies. The

contractor shall prepare briefings, reports, and other related documentation/data to support the development and approval of these activities. In addition, the contractor may be requested to coordinate with potential users to formulate performance and programmatic requirements for new program concepts/technologies.

3.2.3 The contractor shall participate in technical reviews to assist in evaluating performer progress. The contractor shall provide assistance to support technical assessment of specific task elements within the SOW with regard to progress, technical risk and potential program impact of failure. The contractor shall provide technical input to risk reduction activities that are external to the programs but important to achieving successful transition of the technology.

3.3 Testing and Modeling

The contractor shall provide technical support for the programs in the areas of defining test objectives and procedures, theoretical calculation and analysis related to performer progress, modeling objectives and techniques, and coordination of modeling and testing.

3.3.1 The contractor shall plan, coordinate, and assist with testing and/or demonstrations as required by the PM to support the objectives of the programs. The contractor shall work with performers, government collaborators, and test ranges to develop test configurations, other requirements, and detailed test plans. The contractor shall participate in the development of accomplishment criteria for contractor Test Readiness Reviews. The contractor shall act as a liaison between the government test range personnel and the performers.

3.3.2 The contractor shall assist DARPA with independent assessments of results of laboratory and other tests conducted by the performers to help the PM determine risk or risk mitigation strategies.

3.4 Transition Support and Program Coordination

The contractor shall work with the PM to establish and maintain communication and coordinate efforts with potential transition partners (internal and/or external to DARPA). The contractor shall establish a dialogue with potential users, to determine the Services' requirements, and will coordinate development of the programs to meet transition partner needs. The contractor shall seek to leverage developments by other organizations and programs in order to provide a more comprehensive transition plan.

3.5 Program Administration

The contractor shall provide some technically-related administrative functions for conducting all tasks associated with this statement of work. The contractor shall provide inputs for the preparation of briefings, develop draft versions of briefings, compose and process reports, and organize and host meetings.

3.5.1 The contractor shall review or coordinate the review of requests for public release, secure PM approval, submit and track requests to DARPA's Technical Information Office, and maintain a file of public release material.

3.5.2 The contractor shall assist in preparing, maintaining, and updating a security classification guide if required during the course of the programs.

3.5.3 The contractor shall assist, as deemed necessary by the PM, with aspects of financial management such as developing budgets based upon technical basis of estimate, interfacing with Agents, and helping to obtain attachments required for Arpa Orders. Any work in this area will be coordinated with the financial/business SETA assigned to the PM.

3.5.4 As required by the PM, the contractor shall organize and maintain files of program documentation with rapid availability both to the contractor and the PM.

3.6 Briefing, Report, and Communications Preparation

The contractor shall provide personnel, equipment and software capable of preparing reports, graphic presentations, scanning documents, and faxing documents. The contractor shall provide a capability for rapid turnaround of time critical materials. The contractor shall provide the capability to prepare briefings and reports up to and including the SECRET level. In support of MAP, the contractor shall provide the capability to support discussions at government facilities up to TOP SECRET/SCI.

3.6.2 The contractor shall prepare drafts of DIRO (Director's Office) review briefings, DSO review briefings, industry day/workshop presentations, technical interchange meetings, and other briefings/presentations for internal and external use.

3.7 Hosting Meetings

3.7.1 The contractor shall provide personnel and facilities to organize, logistically support and host program-related meetings and new concept industry days/workshops. The contractor shall provide a conference room capable of comfortably accommodating at least 20 people. The facility shall be within 15 minutes walking distance of the DARPA at 3701 North Fairfax Drive, Arlington. The conference room shall provide adequate security for up to SECRET level classified discussions. Any meetings held in the contractor's location for this task will not require food and beverage, graphics support, or any labor.

3.7.2 Meeting support services include planning, organizing, scheduling, agenda planning, conference material and proceedings preparation, provision for audio-visual services/equipment and security services.

3.8 Reports

A copy of each report from this delivery order will be provided to the PM based upon the type of report defined below.

3.8.1 Monthly Progress/Status Report

The contractor shall electronically submit a progress/status report delivered by the 15th of each month (covering the preceding month's timeframe) to the PM and DSO ADPM. The report information includes:

3.8.1.1 Task Order-level Financial Information
Total month's charges (hours and dollars); then further detail the dollars by labor, travel, and ODCs. Any ODC $500 or more shall be separately identified for that month. Cumulative hours and dollars to date; then further detail the cumulative dollars by labor, travel, and ODCs. For each 12-month period provide cumulative hours and dollars; total funding provided; total charges to date; funding balance remaining.
3.8.1.2 Monthly Financial Information
For each person who has charged the task: name, labor category, labor rate, monthly charges (hours and dollars), cumulative charges (hours and dollars).
3.8.1.3 Monthly Accomplishments/Issues Information
Provide a summary of the support provided for the reporting timeframe along with any issues (contractual, personnel, programmatic, etc.).
3.8.2 Briefings and Informal Reports
The contractor shall prepare technical briefings and informal reports as required.
3.8.3 Final Report
The contractor shall electronically provide a final report to the PM and DSO ADPM which includes summary financial information, technical accomplishments, and any issues and their resolution.

4.0 GOVERNMENT-FURNISHED INFORMATION / EQUIPMENT / FACILITIES
Government Furnished Information
The Government will provide the contractor access to information and documentation on DARPA policies/procedures/guidelines and the current programs, as appropriate, including award instruments, proposals upon which the work is based, status reports, correspondence, internal planning documents, and administrative databases within 10 days of contractor's request. Access to classified program data will be on a need-to-know basis as determined by the PM. Any GFE will be determined by the PM in conjunction with the DSO ADPM.

5.0 TRAVEL
The contractor will be required to provide technical input at program meetings that will require local travel in the Arlington, VA area as well as travel to the investigators' institutions, conferences, symposia, and to potential transition customers. For annual planning purposes, travel allowances should be proposed as $20,000.

6.0 OTHER
6.1 Security
The majority of this work will be unclassified; however, technical contractor personnel must have SECRET clearance levels in support of HMMR, and TS/SCI in support of MAP. Interim SECRET may be acceptable, as deemed by the PM.
6.2 Place of Performance
The contractor shall perform the required support from contractor facilities located in Virginia and from other contractor locations as appropriate.

7.0 TECHNICAL POINT OF CONTACT
The DARPA PM responsible for the technical aspects of these programs is:
Christopher Warren
DARPA Defense Sciences Office
Arlington, VA 22203
571-218-4301
christopher.warren@darpa.mil

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of $310,000.00 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 January 31, 2012.

G.2 FUNDING STATUS

Task Order Funding Status Recap:

CLINs	Estimated Value	Obligated Amount	Unobligated Amount	Period of Performance
0001AA	$391,545.00	$300,000.00	$ 91,545.00	4/01/2011 - 3/31/2012
0001AB	$ 20,000.00	$ 10,000.00	$ 10,000.00	4/01/2011 - 3/31/2012
0001AC	$ 0.00	$ 0.00	$ 0.00	4/01/2011 - 3/31/2012
0002AA	$423,455.00	$ 0.00	$423,455.00	4/01/2012 - 3/31/2013
0002AB	$ 20,000.00	$ 0.00	$ 20,000.00	4/01/2012 - 3/31/2013
0002AC	$ 0.00	$ 0.00	$ 0.00	4/01/2012 - 3/31/2013
0003AA	$457,676.00	$ 0.00	$457,676.00	4/01/2013 - 3/31/2014
0003AB	$ 20,000.00	$ 0.00	$ 20,000.00	4/01/2013 - 3/31/2014
0003AC	$ 0.00	$ 0.00	$ 0.00	4/01/2013 - 3/31/2014
Total	$1,332,675.00	$310,000.00	$1,022,675.00	