

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING NONE	PAGE OF PAGES 1 28		
2. CONTRACT (Proc Inst. Ident.) NO. HR0011-09-C-0008		3. EFFECTIVE DATE 31 October 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. X982/00			
5. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7875 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10290 CAMPUS POINT DR SAN DIEGO CA 92121-1522				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT N/A			
				10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 0T5L1		FACILITY CODE					
11. SHIP TO/MARK FOR DARPA DR. PRESTON MARSHALL ATTN: ADVANCED TECHNOLOGY OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714		CODE HR0011	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE H00338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$3,100,000.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number			
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(4)				20A. NAME OF CONTRACTING OFFICER Robin M. Swatloski TEL: 571 218 4542 EMAIL: Robin.Swatloski@darpa.mil			
19B. NAME OF CONTRACTOR (b)(4)		19C. DATE SIGNED 31 Oct 2008	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 31 Oct 2008		
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)					

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	IFPS AO No. X982/00	\$3,100,000.00	\$0.00	\$3,100,000.00
	The Contractor shall furnish the necessary personnel, material, facilities and other services as may be required to perform the work in accordance with this contract and Attachment 1, Statement of Work, from contractor's proposal entitled Individual Force Protection System (IFPS) dated 12 AUG 2008 (Revised 25 AUG 2008) copies of which are in the possession of both parties. TO BE NEGOTIATED / DEFINITIZED (TBN)			\$3,100,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000101	Funding for CLIN 0001 AO No. X982/00	\$0.00	\$0.00	\$0.00
	ACRN AA			\$3,100,000.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0002	IFPS Reports AO No. X982/00	\$0.00	\$0.00	\$0.00
	The Contractor shall provide research and Development Status Reports, Quarterly Reports and Final Reports in accordance with the contract and Attachment 1, Statement of Work, from proposal entitled Individual Force Protection System (IFPS) dated 12 AUG 2008 (Revised 25 AUG 2008). TBN			\$0.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and development as may be required to perform Contract Line Item Numbers (CLINs) 0001 and 0002 in accordance with the Statement of Work, Attachment 1 hereto, and as specified in the Contractor's proposal entitled "Individual Force protection System (IFPS)", dated 12 AUG 2008 (Revised 25 AUG 2008), copies of which are in possession of both parties.

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

C-2 Reports and Other Deliverables

(a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT

This brief narrative, not to exceed five pages in length, shall contain the following:

- (i) For first report only; the date work actually started.
- (ii) Description of progress during the reporting period, supported by reasons for any change in approach reported previously
- (iii) Planned activities and milestones for the next reporting period.
- (iv) Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
- (v) Notification of any changes in key personnel associated with the contract during the reporting period.
- (vi) Summary of substantive information derived from noteworthy trips, meetings, and special conferences held in connection with the contract during the reporting period.
- (vii) Summary of all problems or areas of concern.
- (viii) Related accomplishments since last report.
- (ix) Fiscal status, to include reporting of summary level financial data in the following format:
(next page)

**R&D STATUS REPORT
PROGRAM FINANCIAL STATUS**

Work Breakdown	Cumulative to Date			At Completion		
Structure or Task Element	Planned Expend	Actual Expend	% Budget Compl	At Compl	Latest Revised Estimate	Remarks
Subtotal: _____						
Management Reserve: _____						
Or Unallocated Resources: _____						
TOTAL: _____						

Note: Budget at completion changes only with the amount of any scope changes. (Not affected by underrun or overrun)

Based on currently authorized work:

Is current funding sufficient for the current fiscal year (FY)? (Explain in narrative if "NO")

YES NO

What is the next FY funding requirement at current anticipated levels?

\$ _____

Have you included in the report narrative any explanation of the above data and are they cross-referenced?

YES NO

(2) FINAL REPORT

This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly. Title pages shall include a disclaimer worded substantially as follows:

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

The Final Technical Report summary shall include:

Task Objectives
Technical Problems
General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
Technical Results
Important Findings and Conclusions
Significant Hardware Development
Special Comments
Implications for Further Research
Standard Form 298, August 1998

(b) Reports delivered by the Contractor in the performance of the contract shall be considered “Technical Data” as defined in Section I contract clauses entitled “Rights in Technical Data – Noncommercial Items” and “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.”

(c) Bulky Reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

(d) All papers and articles published as a result of DARPA sponsored research shall include a statement reflecting the sponsorship. In addition, a bibliography of the titles and authors of all such papers are to be included in the Final Technical Report

(1) The cover or title page of each of the above reports or publications prepared, will have the following citation:

Sponsored by
Defense Advanced Research Projects Agency (DARPA)
Strategic technology Office (STO)
Program: Individual Force protection System (IFPS)
ARPA Order No. X982/00, Program Code: 8P30
Issued by DARPA/CMO under Contract No. HR0011-09-C-0006

(2) The title page shall include a disclaimer worded substantially as follows:

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

(3) All technical reports must (i) be prepared in accordance with American National Standards Institute (ANSI) Standard Z39.18; (ii) include a Standard Form 298, August 1998; and (iii) be marked with an appropriate Distribution Statement.

(end of clause)

Section D - Packaging and Marking

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D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	TBN	TBN	TBN	Government
000101	TBN	TBN	TBN	Government
0002	TBN	TBN	TBN	Government

CLAUSES INCORPORATED BY REFERENCE

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

F-3 Report Distribution

- (a) DARPA/Strategic Technology Office (STO)
ATTN: Dr. Preston Marshall
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Preston.Marshall@darpa.mil
(one copy of every report)
- (b) DARPA/Strategic Technology Office (STO)
ATTN: Patrick Bailey, ADPM-STO
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-sto@darpa.mil
(one copy of the R&D Status reports and Final Report)
- (c) DARPA/Contracts Management Office (CMO)
ATTN: Robin Swatloski, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Robin.Swatloski@darpa.mil
(one copy each report)
- (d) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Report)
- (e) Contracting Officer's Representative:
Capt. Thomas Martin
HQ, Joint Personnel Rescue Agency
10244 Burbeck Road
Ft. Belvoir, VA
Email: Thomas.Martin@jptra.jfcom.mil
(one copy each report)
- (f) Defense Technical Information Center
- (1) Email: TR@dtic.mil
(one electronic copy of the Final Report, if unclassified)
- OR
- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two paper copies of the Final Report if unclassified)

(end of clause)

F-4 Notice Regarding Late Delivery

In the event the Contractor anticipates difficulty in complying with the contract delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date

by which it expects to make delivery; PROVIDED, however, that this date shall be informational only in character and the receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.
(end of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9780400 1320 X982 P8P30 2525 DPAC 8 5359 S12136 63767E
 AMOUNT: \$3,100,000.00
 CIN 00000000000000000000000000000000: \$3,100,000.00

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

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G-1 Procuring Office Representative

The Procuring Office Representative is Robin Swatloski, Contracting Officer, DARPA/CMO, 3701 North Fairfax Drive, Arlington, VA 22203-1714, telephone: (571) 218-4542, e-mail: Robin.Swatloski@darpa.mil.
 (end of clause)

G-2 Electronic Submission of Payment Requests

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

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

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

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

WAWF Invoice Type:	Cost Voucher for all Cost or T&M contracts or CLINs
Issuing Office DoDAAC	HR0011
Admin Office DoDAAC	S0514A
Service Approver DoDAAC (Cost Voucher)	S0514A
DCAA Office DoDAAC (Used on Cost Vouchers)	HAA062

only)	
Paying Office DoDAAC	HQ0339

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

DCAA North County Branch Office- 04171
9444 Balboa Avenue, Suite 320
San Diego, CA 92123-5587

DoDAAC: HAA05B

Phone No: 858-616-8899
E-mail: dcaa-fao4171@dcaa.mil

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

Name	E-mail	Phone	Role
Capt. Thomas Martin	Thomas.Martin@jpra.jfcom.mil	703-704-2601	COR
Robin Swatloski	Robin.Swatloski@darpa.mil	571-218-4542	Contracting Officer

G-3 Delegation of Authority for Contract Administration

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

G-4 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of Capt. Thomas Martin, HQ, Joint Personnel Rescue Agency, 10244 Burbeck Road, Ft. Belvoir, VA , telephone 703-704-2601, e-mail: Thomas.Martin@jpra.jfcom.mil. Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

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

G-5 Payment Instructions for Multiple Accounting Classification Citations

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

G-6 Incremental Funding

This contract shall be subject to incremental funding with \$ _____ presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through _____, 2009. Except in accordance with the Section I clause FAR 52.232-22, "Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$ _____ shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
(end of clause)

G-7 Payment of Cost and Fee

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

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

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

(end of clause)

Section H - Special Contract Requirements

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H-1 Contracting Officer

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

(end of clause)

H-2 Type of Contract

This is a letter contract.

(end of clause)

H-3 Public Release or Dissemination of Information

- (a) There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the DARPA Technical Information Officer (DARPA/TIO). All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. Papers resulting from unclassified contracted fundamental research are exempt from prepublication controls and this review requirement, pursuant to DoD Instruction 5230.27 dated October 6, 1987.
- (b) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the DARPA TIO and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to tio@darpa.mil or via 3701 North Fairfax Drive, Arlington VA 22203-1714, telephone (571) 218-4235. Refer to www.darpa.mil/tio for information about DARPA's public release process.
- (end of clause)

H-4 Key Personnel

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

- (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- (2) Personnel whose resumes were submitted with the proposal; or

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

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

(end of clause)

H-5 Restrictions on Printing

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

(end of clause)

H-6 Contractor Representations and Certifications

The Contractor's Representations and Certifications dated April 29, 2008 and the Contractor's On-Line Representations and Certifications (ORCA) are incorporated herein by reference.

(end of clause)

H-7 Insurance Schedule

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

(end of clause)

H-8 Travel

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

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

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

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

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

(end of clause)

H-9 Metric System

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

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

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

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

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

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

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

(end of clause)

H-10 Consent to Subcontract

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

SUBCONTRACTOR NAME

TOTAL AMOUNT

(b)(4)

To Be Definitized
To Be Definitized

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

H-11 RESERVED
(end of clause)

H-12 Small Business Subcontracting Plan and Goals

The Contractor's Small Business Master Subcontracting Plan, effective January 1, 2006 to December 31, 2008, is incorporated herein and made a part of this contract by reference.
(end of clause)

H-13 Government Furnished Property/Facilities and Services

In accordance with the Section I contract clause entitled "Government Property", the following property, facilities and/or services shall be provided for use in the performance of this contract.

<u>Need Date</u>	<u>QTY</u>	<u>PROPERTY NOMENCLATURE</u>	<u>DELIVERY TO</u>
NONE AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.			

(end of clause)

H-14 Contractor-Acquired Property (Facilities)

(a) The Contractor is authorized to acquire the following items of facilities which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
NONE AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.	

(b) The costs incurred by the Contractor in acquiring the facilities listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the facilities does not exceed \$18,250. The Contractor shall have no obligation to acquire facilities and the Government shall have no obligation to reimburse any amount for facilities in excess of the amount set forth above unless the contract is amended to increase this amount.

(c) The facilities listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-05, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.
(end of clause)

H-15 Contractor-Acquired Property (Special Test Equipment)

(a) The Contractor is authorized to acquire the following items of special test equipment which are needed to accomplish this contract:

<u>Items To Be Acquired</u>	<u>Estimated Cost</u>
-----------------------------	-----------------------

NONE AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

(b) The costs incurred by the Contractor in acquiring the special test equipment listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the special test equipment does not exceed \$1,000. The Contractor shall have no obligation to acquire special test equipment and the Government shall have no obligation to reimburse any amount for special test equipment in excess of the amount set forth above unless the contract is amended to increase this amount.

(c) The special test equipment listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-05, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.
(end of clause)

H-16 Contractor-Acquired Property (Special Tooling)

(a) The Contractor is authorized to acquire the following items of special tooling which are needed to accomplish this contract:

Items To Be Acquired

Estimated Cost

NONE AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

(b) The costs incurred by the Contractor in acquiring the special tooling listed in paragraph (a) above shall be considered allowable costs under the contract provided that the total net amount of the special tooling does not exceed \$800. The Contractor shall have no obligation to acquire special tooling and the Government shall have no obligation to reimburse any amount for special tooling in excess of the amount set forth above unless the contract is amended to increase this amount.

(c) The special tooling listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-05, incorporated by reference in Section I.

(d) The Contractor shall not use Contractor-acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.
(end of clause)

H-17 Contractor Acquired Property (IT)

(a) Performance of this contract will require use of the information technology (IT) resources listed below, acquisition of which (or equivalent) is hereby authorized:

ITEM

TOTAL AMOUNT

NONE AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

(b) The costs incurred by the Contractor in acquiring the IT listed in paragraph (1.) above shall be considered allowable costs under the contract provided that the total net amount of the IT does not exceed \$ _____. The Contractor shall have no obligation to acquire IT and the Government shall have no obligation to reimburse any amount for IT in excess of the amount set forth above unless the contract is modified to increase this amount.

(c) The IT resources listed above shall be considered Government Property and shall be subject to the provisions of FAR 52.245-1, incorporated in Section I.

(d) The Contractor shall not use Contractor acquired property listed above for work other than that performed pursuant to this contract unless so authorized in writing by the Contracting Officer.

(e) This authorization is subject to the Contractor's compliance with the approvals and screening requirements set forth in DFARS Subpart 239.73 and DoD 7950.1-M, "Defense Automation Resources Management Manual."

(1) Use of the DD Form 1851 for determining availability of excess information technology (IT) is only required for IT with a unit acquisition cost of \$ _____ and above.

(2) On-line screening for excess IT, regardless of cost, via remote terminal dial-up, is available to contractors through their Administrative Contracting Officers.

(end of clause)

H-18 Proprietary Technical Data and Computer Software

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

(end of clause)

H-19 Consultants

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

<u>Name</u>	<u>No. of Hours</u>	<u>Rate</u>	<u>Total Amount</u>
-------------	---------------------	-------------	---------------------

NO CONSULTANTS AUTHORIZED AS OF THE EFFECTIVE DATE OF THIS CONTRACT.

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

(end of clause)

H-20 RESERVED

(end of clause)

H-21 Export Control Clause

Should this project develop beyond fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community) with military or dual-use applications the following apply:

(a) The contractor shall comply with all U. S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(end of clause)

H-22 Report Submission under DFARS Clause 252.227-7038

All written communications required by DFARS Clause 252.227-7038 be submitted to the Administrative Contracting Officer (ACO). All required reporting shall be accomplished using the i-Edison.gov reporting website (<https://s-edison.info.nih.gov/iEdison/>).

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-4	Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, and Labor-Hour Contracts) (Deviation)	MAY 2004
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005

252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

(Contracting Officer shall insert—

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

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$3,100,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,100,000 dollars.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. _____. This may be confirmed by contacting _____."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 201 et seq.) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received
Subcontracting Plan: Received
Commence Negotiations: 01 December 2008
Target date for definitization : 15 December 2008

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,500,000.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment 1	SAIC IFPS Statement of Work (SOW)
Attachment 2	SAIC IFPS DD 254

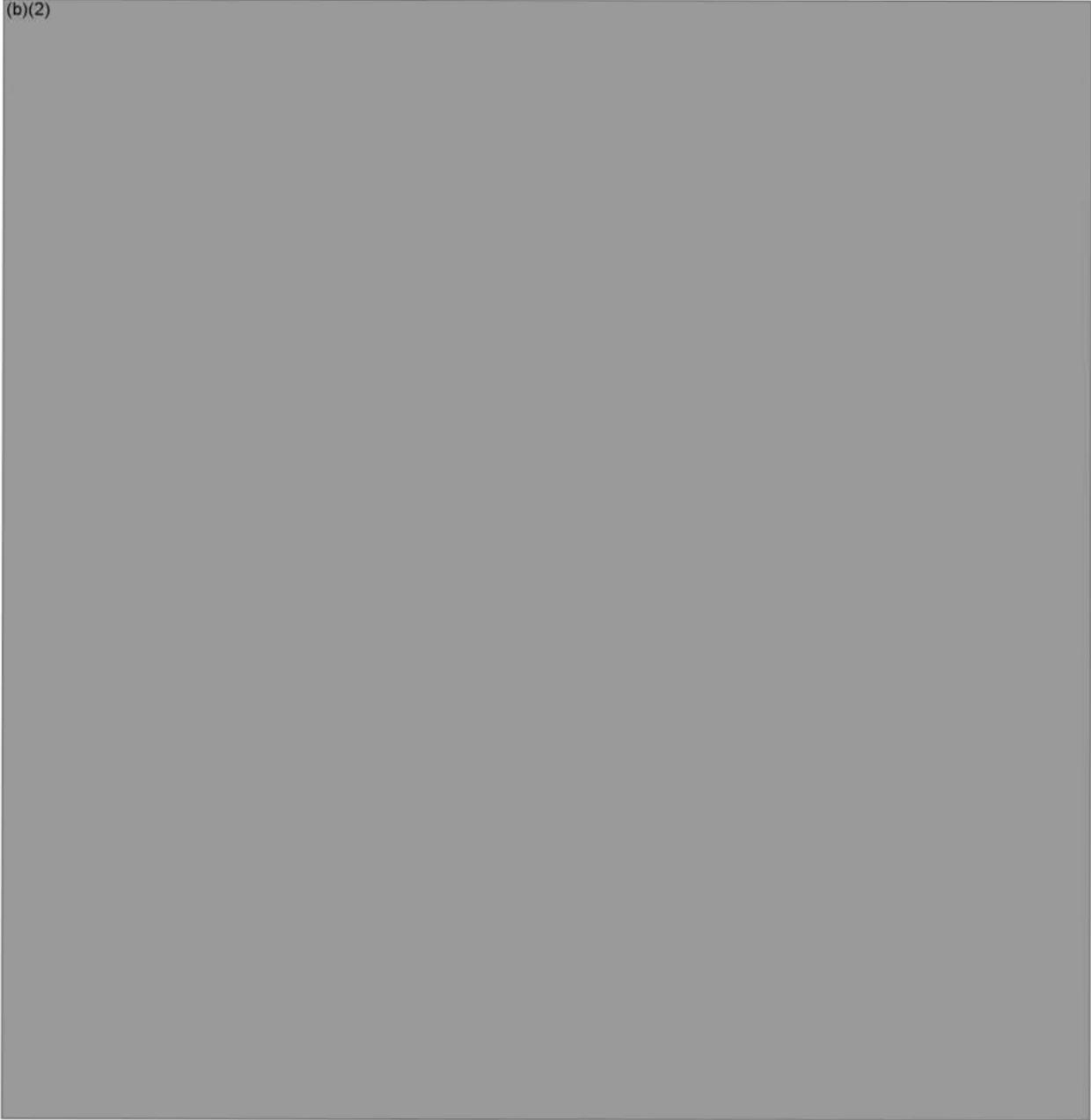
FOR OFFICIAL USE ONLY

Defense Advanced Research Projects Agency (DARPA)

**Individual Force Protection System (IFPS) Generation I Prototype
Production, Training, and Generation II Research and Development**

Statement of Work (SOW)

(b)(2)



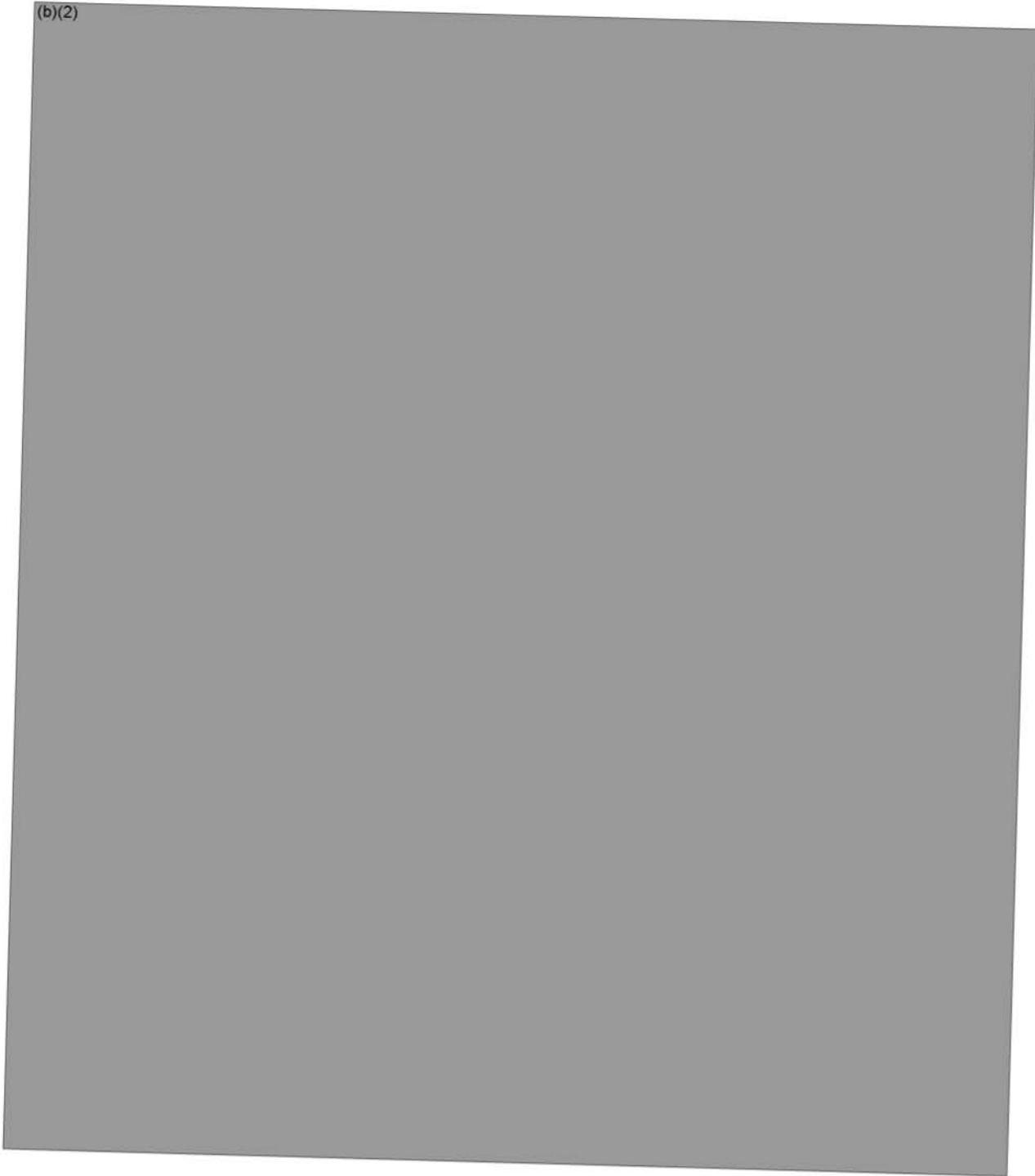
FOR OFFICIAL USE ONLY

3 PAGES WITHHELD IN FULL PURSUANT TO
5 U.S.C. § 552 (b)(2)(High)

FOR OFFICIAL USE ONLY

Appendix A
IFPS Option Tasks

(b)(2)



FOR OFFICIAL USE ONLY

6 PAGES WITHHELD IN FULL PURSUANT TO
5 U.S.C. § 552 (b)(2)(High)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 15-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. X982/00	5. PROJECT NO. (If applicable)		
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE	S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006
				X	10B. DATED (SEE ITEM 13) 31-Oct-2008
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09214 The purpose of this modification is to change the (1) date to Commence Negotiations, (2) Target date for definitization, and (3) correct the not-to-exceed amount in clause 252.217-7027.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 12-Feb-2009	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: **30 January 2009**

Target date for definitization : **13 February 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.
(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

HR0011-09-C-0006

P00001P00001

Page 3 of 3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 2
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 13-Feb-2009		4. REQUISITION/PURCHASE REQ. NO. X982/00	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006	
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008	
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09433 The purpose of this modification is to change the Target date for definitization in clause 252.217-7027.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER		
			TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6)	
(Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED 19-Feb-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: 30 January 2009

Target date for definitization : **20 February 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

HR0011-09-C-0006
P00002
Page 3 of 3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 20-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. X982/00		5. PROJECT NO.(If applicable)	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006		
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008		
CODE 0T5L1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jjenkins09451 The purpose of this modification is to change the Target date for definitization in clause 252.217-7027.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Feb-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: 30 January 2009

Target date for definitization : **27 February 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

HR0011-09-C-0006

P00003

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 27-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. X98200		5. PROJECT NO.(If applicable)	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006		
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008		
CODE 0T5L1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09469 The purpose of this modification is to change the Target Date for definitization in clause 252.217-7027.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>(b)(6)</u> (Signature of Contracting Officer)		16C. DATE SIGNED 27-Feb-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received
Subcontracting Plan: Received
Commence Negotiations: 30 January 2009
Target date for definitization : **06 March 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

HR0011-09-C-0006
P00004
Page 3 of 3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 06-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. X98200	5. PROJECT NO.(If applicable)		
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE	S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006
				X	10B. DATED (SEE ITEM 13) 31-Oct-2008
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09486 See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 09-Mar-2009	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to (1) increase the funded amount; (2) change the Target Date for definitization in clause 252.217-7027; and (3) make related administrative changes as follows:

SECTION A - SOLICITATION/CONTRACT FORM

The total amount of contract is changed from \$3,100,000.00 to \$3,378,000.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated cost is increased by \$278,000.00 from \$3,100,000.00 to \$3,378,000.00.

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000102	Funding for CLIN 0001	\$0.00	\$0.00	\$0.00
	CPFF			\$0.00
	FOB: Destination			
	AO No. X982/00			
	ACRN AA			\$278,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document is increased by \$278,000.00 from \$3,100,000.00 to \$3,378,000.00.

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1320 X982 P8P30 2525 DPAC 8 5359 S12136 63767E

Increase: \$278,000.00

Total: \$278,000.00

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding **\$3,378,000** dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is **\$3,378,000** dollars.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: 30 January 2009

Target date for definitization : **20 March 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 20-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. X98200	5. PROJECT NO.(If applicable)
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6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522	CODE 0T5L1	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006
			X 10B. DATED (SEE ITEM 13) 31-Oct-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
 Bilateral modification by mutual agreement of the parties.

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **jjenkins09534**
 See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 20-Mar-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to (1) increase the funded amount; (2) change the Target Date for definitization in clause 252.217-7027; and (3) make related administrative changes as follows:

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$457,000.00 to \$3,835,000.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated cost is increased by \$457,000.00 from \$3,378,000.00 to \$3,835,000.00.

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000103	Funding for CLIN 0001	\$0.00	\$0.00	\$0.00
	CPFF			\$0.00
	FOB: Destination			
	AO No. X982/00			
	ACRN AA			\$457,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$457,000.00 from \$3,378,000.00 to \$3,835,000.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1320 X982 P8P30 2525 DPAC 8 5359 S12136 63767E

Increase: \$457,000.00

Total: \$457,000.00

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding **\$3,835,000** dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is **\$3,835,000** dollars.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: 30 January 2009

Target date for definitization : **17 April 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 17-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. X98200	5. PROJECT NO.(If applicable)		
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7875 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006
				X	10B. DATED (SEE ITEM 13) 31-Oct-2008
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: btlahun09637 See page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 23-Apr-2009	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to modify the target date of definitization.

SECTION I - CONTRACT CLAUSES

The following has been modified:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received
Subcontracting Plan: Received
Commence Negotiations: 30 January 2009
Target date for definitization : **24 April 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 24-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. X98200		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006	
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008	
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09653 See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 27-Apr-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to modify the target date of definitization.

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received

Subcontracting Plan: Received

Commence Negotiations: 30 January 2009

Target date for definitization : **30 April 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

HR0011-09-C-0006

P00008

Page 3 of 3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				U	1 2
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 30-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7875 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006	
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008	
CODE 0T5L1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09671 See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 30-Apr-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to modify the target date of definitization.

SECTION I - CONTRACT CLAUSES

The following have been modified as highlighted in bold:

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A Cost Plus Fixed Fee (CPFF) contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor has submitted a cost plus fixed fee proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Submission: Received
Subcontracting Plan: Received
Commence Negotiations: 30 January 2009
Target date for definitization : **08 May 2009**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee contract that in no event to exceed \$7,888,906.

(End of clause)

Except as modified above, all terms and conditions of Undefinitized Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

HR0011-09-C-0006

P00009P00008

Page 3 of 3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	5
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 30-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714		CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006		
				X 10B. DATED (SEE ITEM 13) 31-Oct-2008		
CODE 075L1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09892 See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 01-Jul-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to (1) add CLIN 0003 for support of the Talisman Sabre Exercise, (2) fully fund CLIN 0003 in the amount of \$339,671, and (3) make other administrative modifications. Accordingly, HR0011-09-C-0006 is changed as follows:

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$339,671.00 from \$7,815,629.00 to \$8,155,300.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0003	Talisman Sabre Support CPFF The Contractor shall furnish the necessary personnel, material, facilities, development and other services as may be required to perform the work in accordance with this contract and Attachment 1A, Statement of Work Supplement and contractor's proposal dated 12 JUN 2009 for the Talisman Sabre Exercise. FOB: Destination AO No. X982/03	(b)(4)	(b)(4)	\$339,671.00 \$339,671.00

SUBCLIN 000301 is added as follows:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funding for CLIN 003 CPFF FOB: Destination AO No. X982/03				\$0.00
				NET AMT	\$0.00
	ACRN AB CIN: 00000000000000000000000000000000				\$339,671.00

3. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

Delete paragraph C-1 (a) in its entirety and replace it with the following:

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and development as may be required to perform Contract Line Item Numbers (CLINs) 0001, 0002 and 0003 in accordance with the Statement of Work, Attachment 1 hereto, as the Statement of Work may be amended or supplemented from time-to-time by agreement of the parties.

4. SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLINs 0003 and 000301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government
N/A	N/A	N/A	N/A

5. SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added for CLINs 0003 and 00301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
01-SEP-2009		DARPA NEIL FOX ATTN: STRATEGIC TECHNOLOGY OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714 703-248-1543 FOB: Destination	HR0011

6. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$339,671.00 from \$6,638,392.00 to \$6,978,063.00.

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9790400 1320 X982 P9P30 2525 DPAC 9 5100 S12136 63767E

Increase: \$339,671.00

Total: \$339,671.00

7. SECTION H - SPECIAL CONTRACT REQUIREMENTS

Delete Section H-11 in its entirety and replace it with the following:

H-11 Pre-contract Costs

The extent of allowability of costs incurred by the Contractor from October 16, 2008 to the effective date of the contract shall be governed by the advance agreement retained in the contract file and is hereby incorporated by reference for CLIN 0001.

The extent of allowability of costs incurred by the Contractor from June 16, 2009 to the effective date of Modification P00010 of the contract shall be governed by the pre-award cost agreement retained in the contract file and is hereby incorporated by reference for CLIN 0003.
(end of clause)

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

The Table of Contents is replaced in its entirety with the following:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	MODIFIED	ADDED	REMAINS UNCHANGED
Attachment 1	SAIC IFPS Statement of Work (SOW)			X
Attachment 1A	Statement of Work Supplement (CLIN 0003)		X	
Attachment 2	SAIC IFPS DD 254			X
Attachment 3	IP Asserted Rights			X

HR0011-09-C-0006

P00010

Page 5 of 5

Except as modified herein, the terms and conditions of Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

CLIN 0003

Government Statement of Work for IFPS Rescue Tag

This is a Government SOW to support LUT at Pacific Command exercise Talisman Saber in July 2009.

**Reference: HR0011-09-C-0006, SOW Appendix A IFPS Optional Tasks
A.18.1:**

A.18.1 Limited User Test (LUT): Support OCONUS. The contractor shall support a Limited User Test OCONUS. Support shall include pre-deployment activities; transportation of IFPS equipment; on-site installation, set-up and checkout of IFPS equipment; support during the LUT to include operation and maintenance of the IFPS equipment at its deployed locations; equipment pack up and shipment; preparation and submittal of an after action report.

Task: Talisman Saber 09 Exercise Support

Scope: SAIC shall support DARPA/Marine Corps by providing engineering and integration activities to include use of the IFPS Gen I equipment at the Talisman Sabre 2009 exercise to be held in Australia. The period of performance will be from 16 June 2009 through 31 August 2009. Work will consist of pre-exercise preparatory activities, on-site exercise technical support, and post exercise activities. Activities are only those which are unique to provide TS-09 exercise support and shall not duplicate efforts already underway for the IFPS Gen I/II baseline effort.

- o Your proposal and statement of work will address: Pre-exercise Preparatory Activities Scope; Meetings and Information Support; Exercise Preparations; 2.3.5 TS-09 Exercise On-site Support; IFPS System Set-up, Operation and Pack-up; Logistics, Training and Maintenance Support; Post-exercise Activities

Period of Performance

The total period of performance will be from 16 June 2009 through 31 August 2009.

Deliverables

SAIC shall deliver the following draft reports and information to SAIC on the dates indicated.

- o Draft TS-09 After Action Notes (for use by USMC in preparing their post-exercise report); 05 August 2009.
- o Inputs to TS-09 IFPS After Action Report; draft 18 Aug 2009; final 25 Aug 2009.

TRAVEL

It is expected that the performer will have one trip to Australia test sites of four people for at total of 28 days each. And one trip for SAIC to subcontractor ^{(b)(4)} for not more that 5 days for 2 people.

Security

The effort to be performed under this task is unclassified.

DARPA CONTRACT and TECHNICAL POINTS OF CONTACT

Address contract questions on this effort to Robin Swatloski, Robin.swatloski@darpa.mil
Address technical questions on this effort to Neil Fox, Neil.fox@darpa.mil

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				U	1 3	
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 20-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)			
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10280 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006	
				X	10B. DATED (SEE ITEM 13) 31-Oct-2008	
CODE 0T5L1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins091059 See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 20-Aug-2009		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to add incremental funds.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000106	Funding for CLIN 0001 CPFF FOB: Destination AO No. X982/04	\$0.00	\$0.00	\$0.00
	ACRN AB			\$519,322.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$519,322.00 from \$6,978,063.00 to \$7,497,385.00.

SUBCLIN 000106:
Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9790400 1320 X982 P9P30 2525 DPAC 9 5100 S12136 63767E

Increase: \$519,322.00

Total: \$519,322.00

Section G-6 is deleted in its entirety and replaced with the following:

G-6 Incremental Funding

CLIN 0001 of this contract shall be subject to incremental funding with \$7,157,714 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through September 30, 2010. Except in accordance with the Section I clause FAR

52.232-22, "Limitation of Funds," no legal liability on the part of the Government for payment of any money in excess of \$7,157,714 for CLIN 0001 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.
(end of clause)

Except as modified above, the terms and conditions of Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1 10
2. AMENDMENT/MODIFICATION NO. PZ0001	3. EFFECTIVE DATE 11-May-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DARPA CMO ATTN: ROBIN SWATLOSKI 3701 N FAIRFAX DR ARLINGTON VA 22203-1714	CODE HR0011	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HR0011-09-C-0006
				X	10B. DATED (SEE ITEM 13) 31-Oct-2008
CODE 0T5L1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral modification by mutual agreement of the parties.					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jenkins09460 See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBIN SWATLOSKI / CONTRACTING OFFICER TEL: _____ EMAIL: Robin.Swatloski@darpa.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 13-May-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to (1) definitize the terms and conditions of the contract; (2) price CLIN 0001 and CLIN 0002 at a TOTAL estimated CPFF amount of \$7,815,629; (2) provide an increment of funds in the amount of \$3,835,000 to incrementally fund CLIN 0001 and CLIN 0002 (AOs X982/00, X982/01, and X982/02) and (3) make other administrative modifications. Accordingly, HR0011-09-C-0006 is changed as follows:

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,980,629.00 from \$3,835,000.00 to \$7,815,629.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed to "The Contractor shall furnish the necessary personnel, material, facilities, development and other services as may be required to perform the work in accordance with this contract and Attachment 1, Statement of Work."

The estimated/max cost has increased by \$3,408,764.00 from \$3,835,000.00 to \$7,243,764.00.

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

The cost constraint TBN has been deleted.

The total cost of this line item has increased by \$3,980,629.00 from \$3,835,000.00 to \$7,815,629.00.

CLIN 0002

The CLIN extended description has changed to "The Contractor shall provide research and Development Status Reports, Quarterly Reports and Final Reports in accordance with the contract and Attachment 1, Statement of Work."

The cost constraint has changed from TBN to NSP.

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000104		\$0.00	\$0.00	\$0.00
	Funding for CLIN 0001			\$0.00
	CPFF			\$0.00
	FOB: Destination			
	AO No. X982/00/01			
	ACRN AA			\$865,000.00

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
000105	Funding for CLIN 0001 CPFF FOB: Destination AO No. X982/02	\$0.00	\$0.00	\$0.00

ACRN AB

\$1,938,392.00

3. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

SECTION C - 1 Scope of Work is replaced in its entirety with the following:

C-1 Scope of Work

(a) The Contractor shall furnish the necessary personnel, materials, facilities and development as may be required to perform Contract Line Item Numbers (CLINs) 0001 and 0002 in accordance with the Statement of Work, Attachment 1 hereto.

(b) In the event of an inconsistency between the provisions of this contract and the Contractor's proposal, the inconsistency shall be resolved by giving precedence in the following order: (1) the contract, (2) the attachments to the contract, and then (3) the Contractor's proposal entitled Individual Force Protection System (IFPS) dated 12 AUG 2008 (Revised 25 AUG 2008), which is in the possession of both parties.
(end of clause)

4. SECTION E - INSPECTION AND ACCEPTANCE

SECTION E - Inspection and Acceptance is replaced in its entirety with the following:

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

5. SECTION F - DELIVERIES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE is replaced in its entirety with the following:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-OCT-2010		DARPA NEIL FOX ATTN: ADVANCED TECHNOLOGY OFFICE 3701 NORTH FAIRFAX DRIVE ARLINGTON VA 22203-1714 FOB: Destination	HR0011

0002	30-OCT-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	HR0011
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F-1 Term of Contract

The term of the contract commences on the effective date of the contract and continues through 30 OCT 2010.
(end of clause)

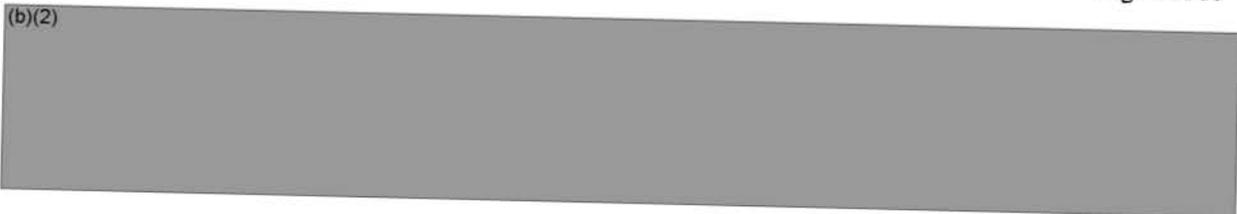
F-2 Reports and Other Deliverables

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

IFPS Deliverable Schedule

Item	Quantity	SOW Ref	Due Date
(b)(2)			

(b)(2)



(end of clause)

F-3 Report Distribution

- (a) DARPA/Strategic Technology Office (STO)
ATTN: Mr. Neil Fox
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Neil.Fox@darpa.mil
(one copy of every report)
- (b) DARPA/Strategic Technology Office (STO)
ATTN: Patrick Bailey, ADPM-STO
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: adpm-sto@darpa.mil
(one copy of the R&D Status reports and Final Report)
- (c) DARPA/Contracts Management Office (CMO)
ATTN: Robin Swatloski, Contracting Officer
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: Robin.Swatloski@darpa.mil
(one copy each report)
- (d) DARPA/Library
3701 North Fairfax Drive
Arlington, VA 22203-1714
Email: library@darpa.mil
(one copy of the Final Report)
- (e) Contracting Officer's Representative:
Capt. Thomas Martin
HQ, Joint Personnel Rescue Agency
10244 Burbeck Road
Ft. Belvoir, VA
Email: Thomas.Martin@jpra.jfcom.mil
(one copy each report)
- (f) Defense Technical Information Center
 - (1) Email: TR@dtic.mil
(one electronic copy of the Final Report, if unclassified)
 - OR
 - (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two paper copies of the Final Report if unclassified)

(end of clause)

F-4 Notice Regarding Late Delivery

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

6. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,803,392.00 from \$3,835,000.00 to \$6,638,392.00.

SUBCLIN 000104:

Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1320 X982 P8P30 2525 DPAC 8 5359 S12136 63767E

Increase: \$865,000.00

Total: \$865,000.00

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 9790400 1320 X982 P9P30 2525 DPAC 9 5100 S12136 63767E

Increase: \$1,938,392.00

Total: \$1,938,392.00

SECTION G -6 Incremental Funding is replaced in its entirety with the following:

G-6 Incremental Funding

This contract shall be subject to incremental funding with \$6,638,392 presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the Contractor's performance through June 30, 2010. Except in accordance with the Section I clause FAR 52.232-22,

"Limitation of Funds," no legal liability of the part of the Government for payment of any money in excess of \$6,638,392 shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

(end of clause)

7. SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - 2 Type of Contract is replaced in its entirety with the following:

H-2 Type of Contract

This is a Cost Plus Fixed Fee (CPFF) contract.

(end of clause)

SECTION H-4 Key Personnel is replaced in its entirety with the following:

H-4 Key Personnel

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

- (1) Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract;
- (2) Personnel whose resumes were submitted with the proposal; or
- (3) Individuals who are designated as key personnel by agreement of the Government and the Contractor during negotiations.
- (4) The Government considers the following individuals to be key under this effort.

<u>Name</u>	<u>Role</u>	<u>Organization</u>
(b)(4)	Program Manager	SAIC

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

(end of clause)

SECTION H-8 Travel is replaced in its entirety with the following:

H-8 Travel

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

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

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

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

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

SECTION H - 10 Consent to SubContract is replaced in its entirety with the following:

H-10 Consent to Subcontract

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

<u>SUBCONTRACTOR NAME</u>	<u>TOTAL AMOUNT (NTE)</u>
(b)(4)	As Proposed
	As Proposed

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

SECTION H-11 RESERVED is replaced in its entirety with the following:

H-11 Pre-contract Costs

The extent of allowability of costs incurred by the Contractor from October 16, 2008 to the effective date of the contract shall be governed by the advance agreement retained in the contract file and is hereby incorporated by reference.
(end of clause)

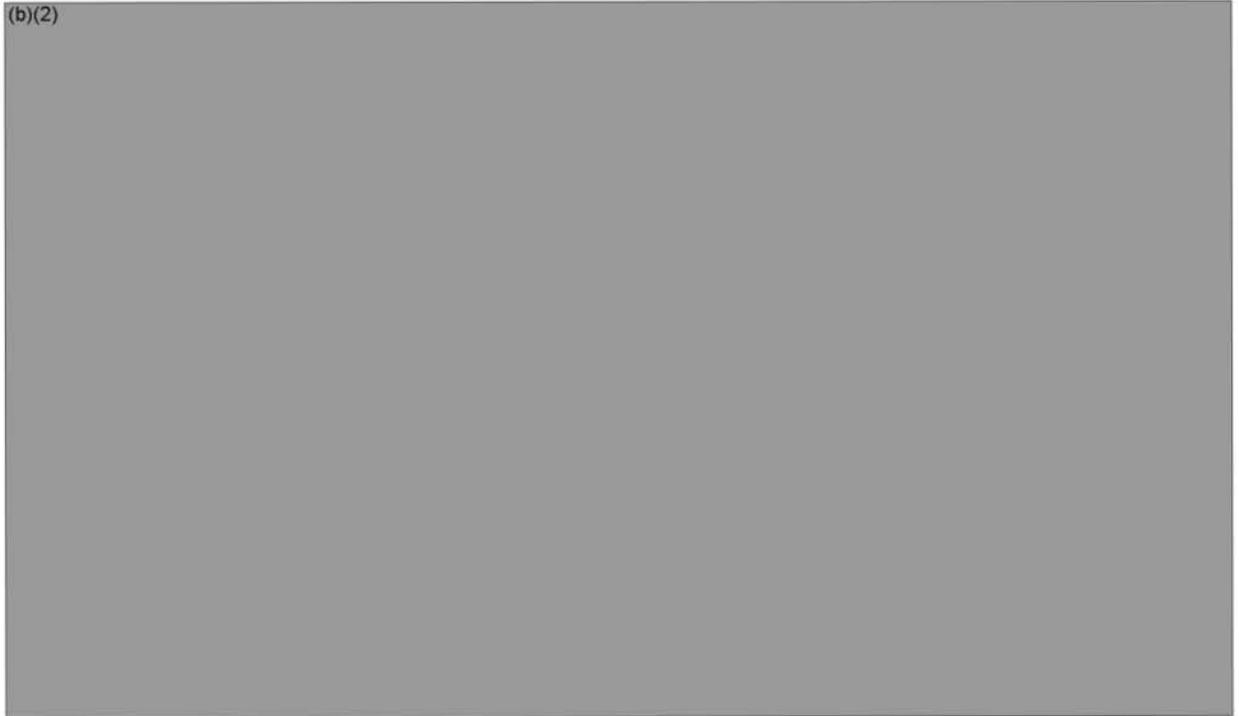
SECTION H-13 Government Furnished Property/Facilities and Services is replaced in its entirety with the following:

H-13 Government Furnished Property/Facilities and Services

In accordance with the Section I contract clause entitled "Government Property", the following property, facilities and/or services shall be provided for use in the performance of this contract.

GFE/GFI Description	Quantity	Date Required	Source / Comments
(b)(2)			

(b)(2)



(end of clause)

SECTION H-18 Proprietary Technical Data and Computer Software is replaced in its entirety with the following:

H-18 Proprietary Technical Data and Computer Software

Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment No. 3.

(end of clause)

SECTION H-20 RESERVED is replaced in its entirety with the following:

H-20 Security

Military Security requirements in the performance of this contract shall be maintained in accordance with the security provisions required by the DD Form 254, Contract Security Classification Specification, Attachment No. 2 hereto. The highest classification involved in the performance of this effort is Top Secret. The contract is unclassified.

(end of clause)

8. SECTION I - CONTRACT CLAUSES

The following have been deleted:

252.217-7027	Contract Definitization	OCT 1998
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The following have been added by reference:

52.227-9	Refund Of Royalties	APR 1984
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The following have been modified:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$6,638,392 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$6,638,392 dollars.

(End of clause)

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

The Table of Contents is replaced in its entirety with the following:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	MODIFIED	ADDED	REMAINS UNCHANGED
Attachment 1	SAIC IFPS Statement of Work (SOW)	X		
Attachment 2	SAIC IFPS DD 254			X
Attachment 3	IP Asserted Rights		X	

This contract is fully definitized by this modification. Except as modified herein, the terms and conditions of Contract No. HR0011-09-C-0006 shall remain unchanged and in full force and effect.

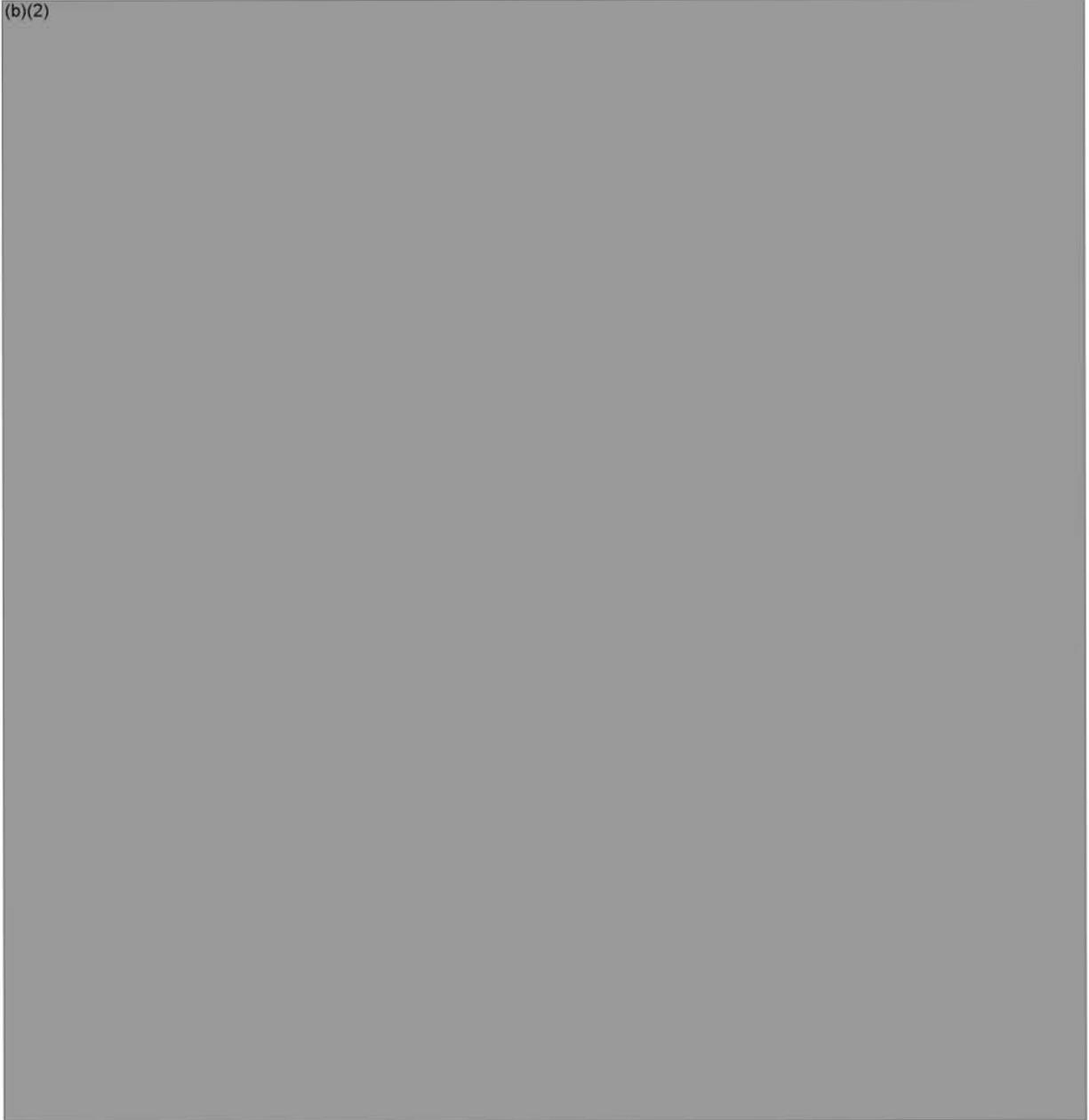
(End of Summary of Changes)

~~FOR OFFICIAL USE ONLY~~

Defense Advanced Research Projects Agency (DARPA)
Individual Force Protection System (IFPS) Generation I Prototype
Production, Training, and Generation II Research and Development

Statement of Work (SOW)

(b)(2)



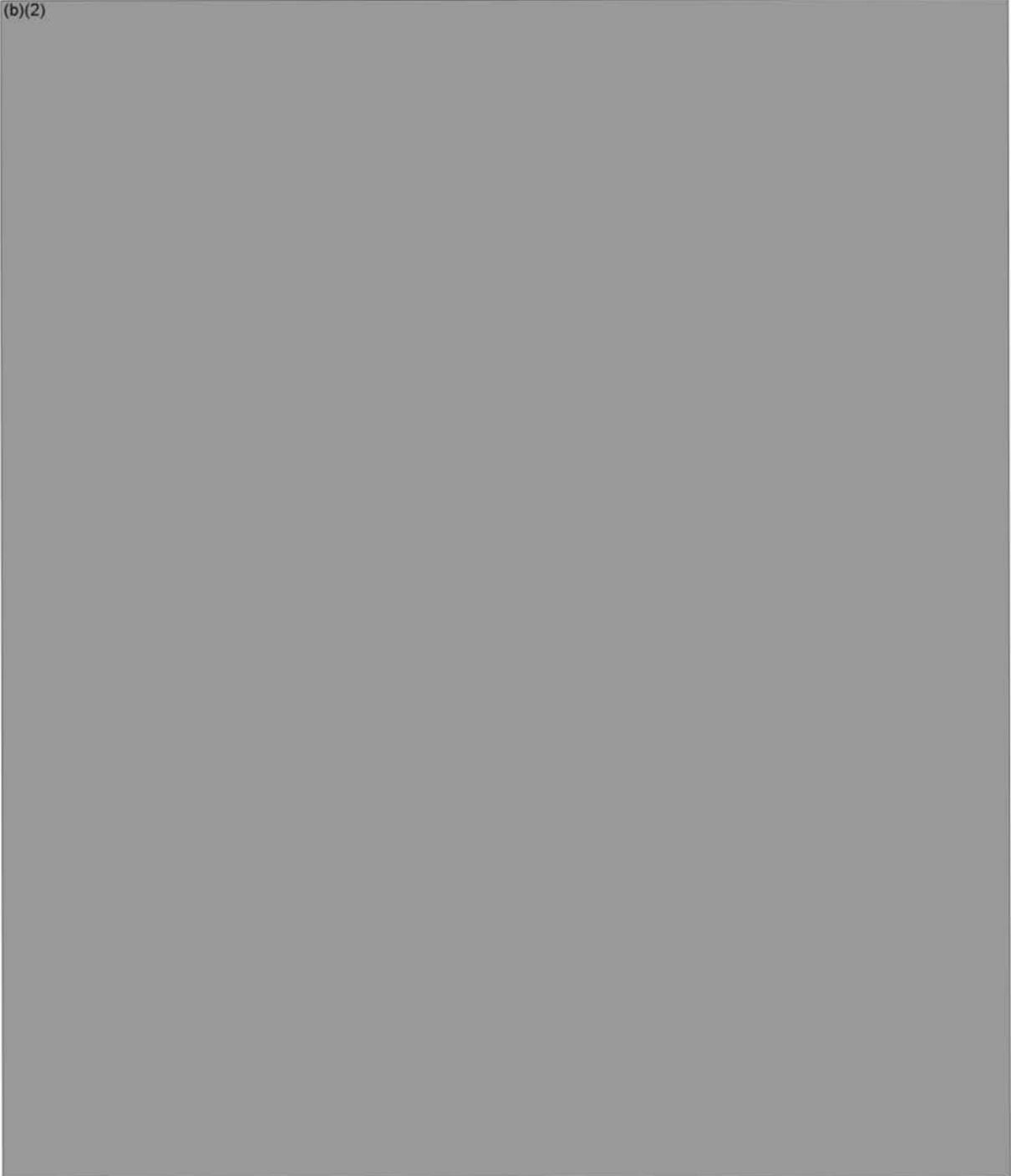
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Appendix A
IFPS Option Tasks

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