

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page of Pages 1 of 25		
2 CONTRACT (Proc and Acq) NO D2730142		3 EFFECTIVE DATE 09/19/11		4 REQUISITION/PURCHASE REQUEST PROJECT NO \$715731			
5 ISSUED BY DCI NBC Sierra Vista AZ NBC Acquis Ltd Services Directorate Dn 30030 Post Office Box 1420 Sierra Vista AZ 85636		6 ADMINISTERED BY (If other than Item 5)		CODE			
7 NAME AND ADDRESS OF CONTRACTOR (No street city, county, State and ZIP Code) INTERNATIONAL BUSINESS MACHINES CORPORATION 107 KITCHAWAN RD YORKTOWN HEIGHTS NY 10598 0218			8 DELIVERY FOB Origin (Other (See below))				
9 DISCOUNT FOR PROMPT PAYMENT			ITEM 12				
10 CODE		FACILITY CODE		11 SHIP TO MARK FOR Dr. Bernard J. Dent DARPA 3711 N. Harbo Drive Arlington VA 22203 1714			
12 PAYMENT WILL BE MADE BY Dept of the Interior - National Business Center National Business Center Denver Fiscal Support Section - D2730 FH 7301 W. Mansfield Denver, CO 80235 2230		13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 19 U.S.C. 2530(a)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		14 ACCOUNTING AND APPROPRIATION DATA 2011 WH-6941-2050 WHDRP X0000 - 1A -			
15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT		
SEE LINE ITEM DETAIL							
15G TOTAL AMOUNT OF CONTRACT					\$ 1,592,999.00		
16 TABLE OF CONTENTS							
<input checked="" type="checkbox"/>	SEC	DESCRIPTION	PAGE(S)	<input checked="" type="checkbox"/>	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	18-24
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
<input checked="" type="checkbox"/>	C	DESCRIPTION SPECS WORK STATEMENT	5-6	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	25
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES AND PERFORMANCE	9	<input type="checkbox"/>	L	INSTRS CONDS AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	10-12	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13-17				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and attach copies to issuing offer) 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 this solicitation 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; (c) any and all such provisions, representations, conditions and specifications, as attached or incorporated by reference herein. (Attachments are listed herein)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A NAME AND TITLE OF SIGNER (Type or print) KENNETH J. KEATING JR. VICE PRESIDENT				20A NAME OF CONTRACTING OFFICER Lisa A Matlocks			
19B NAME OF CONTRACTOR By: <i>Kenneth J. Keating Jr.</i> Signature of contractor authorized to sign				20B UNITED STATES OF AMERICA By: <i>Lisa A Matlocks</i> Signature of Contracting Officer		20C DATE SIGNED 9/19/11	
AUTHORIZED FOR LOCAL REPRODUCTION Previous editions usable				STANDARD FORM 26 (REV. 4/2008) Prescribed by GSA (FAR 48 CFR) 53.214(a)			

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page of Pages 1 25	
2. CONTRACT (Proc. inst. ident.) NO. D11PC20192		3. EFFECTIVE DATE 09/19/2011		4. REQUISITION/PURCHASE REQUEST PROJECT NO. SZ110731		
5. ISSUED BY DOI - NBC, Sierra Vista AZ NBC Acquisition Services Directorate Division III Post Office Box 1420 Sierra Vista, AZ 85636-		CODE 00063	6. ADMINISTERED BY (If other than Item 5)			CODE
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) INTERNATIONAL BUSINESS MACHINES CORPORATION 1101 KITCHAWAN RD YORKTOWN HEIGHTS, NY 10598-0218			8. DELIVERY <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)			
			9. DISCOUNT FOR PROMPT PAYMENT			
			10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN:		ITEM 12	
CODE *	FACILITY CODE					
11. SHIP TO/MARK FOR Dr. Bonnie J. Dorr DARPA 3701 N. Fairfax Drive Arlington, VA 22203-1714		CODE DARPA	12. PAYMENT WILL BE MADE BY Dept of the Interior - National Business Center National Business Center - Denver Fiscal Support Section - D2730-FH 7301 W. Mansfield Denver, CO 80235-2230		CODE D2730	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			14. ACCOUNTING AND APPROPRIATION DATA 2011 - WH - 6941 - 255D - WHDRP - - - K09000 - - 1A - - - -			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	SEE LINE ITEM DETAIL					
15G. TOTAL AMOUNT OF CONTRACT					\$ 1,592,999.00	

16. TABLE OF CONTENTS							
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X	C	DESCRIPTION/SPECS/WORK STATEMENT	5-6	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES AND PERFORMANCE	9				
X	G	CONTRACT ADMINISTRATION DATA	10-12	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	13-17	M	EVALUATION FACTORS FOR AWARD		

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Lisa A. Mattocks	
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	20C. DATE SIGNED

Line Item Summary	Document Number D11PC20192	Title IBM	Page 2 of 25
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Total Funding: \$1,592,999.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2011	WH	6941		255D		WHDRP			K09000		1A
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Research and Development	0001		1.00	EA	\$1,592,999.000	\$ 1,592,999.00
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(09/19/2011 to 09/18/2012)

The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development effort in accordance with the contractor's technical and revised cost proposal entitled, "Targeted Robust Audio Processing (TRAP) System" dated 10 August 2011 submitted in response to DARPA BAA 10-08 and hereby incorporated to this contract by full text.

Total Estimated Cost No Fee: \$1,592,999.00

Ref Req No: SZ110731

Funding Information:

2011 - - WH - 6941 - - 255D - - WHDRP - - - K09000 - - 1A - -

\$1,592,999.00

Total Cost: \$1,592,999.00

Award/Contract	Document No.	Document Title	Page 3 of 25
	D11PC20192	IBM	

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	4
B.1 Line Item Description	4
SECTION C -- Descriptions and Specifications	5
C.1 Statement of Work	5
C.2 Description and Specifications	6
C.3 Deliverables	6
SECTION D -- Packaging and Marking	7
D.1 Packaging	7
SECTION E -- Inspection and Acceptance	8
E.1 Clauses By Reference	8
E.2 Review and Oversight	8
SECTION F -- Deliveries or Performance	9
F.1 Clauses By Reference	9
F.2 Delivery of Data	9
F.3 Period of Performance	9
SECTION G -- Contract Administration Data	10
G.1 Contract Administration Data	10
G.2 Contracting Officer's Representative	10
G.3 DARPA Program Manager	10
G.4 Government Contract Administrator	10
G.5 DCAA Information	11
G.6 Payment Office	11
G.7 Contract Payments	11
SECTION H -- Special Contract Requirements	13
H.1 PCCA	13
H.2 Key Personnel Requirements	13
H.3 Notification Under a Cost Reimbursement Contract	13
H.4 Award Made on Behalf of a DOD Agency	14
H.5 No-Cost Settlement	14
H.6 Permits, Taxes, Licenses, Ordinances and Regulations	14
H.7 Publication	14
H.8 Reporting Requirements	15
H.9 Travel and Per Diem	16
H.10 Equipment Clause	16
H.11 Notice of Incorporation of Section K	16
H.12 AUTHORITIES AND DELEGATIONS (MAY 2010)	16
SECTION I -- Contract Clauses	18
I.1 Clauses By Reference	18
I.2 Authorities and Delegations (SEP 2011)	19
I.3 Restriction on Endorsements	20
I.4 Release of Claims	20
I.5 Examination of Records by the Department of the Interior	20
I.6 Service of Protest	21
I.7 Information Collection	21
I.8 Defense Federal Acquisition Regulation Supplement	21
I.9 252.235-7010 Acknowledgment of Support and Disclaimer	22
I.10 Notification of Ownership Changes	22
I.11 Payment for Overtime Premiums	23
I.12 Authorized Deviations in Clauses	23
I.13 Limitation Of Cost	23
SECTION J -- List of Documents, Exhibits and Other Attachments	25
J.1 List of Documents, Exhibits and Other Attachments	25

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 4 of 25
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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 LINE ITEM DESCRIPTION

CLIN 0001-The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development effort in accordance with the contractor's technical and revised cost proposal entitled, "Targeted Robust Audio Processing (TRAP) System" dated 10 August 2011 submitted in response to DARPA BAA 10-08 and hereby incorporated to this contract by full text.

POP: 09/19/2011 - 9/18/2012
Total Estimated Cost No Fee: \$1,592,999.00

CLIN 0002-Option 1-The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development effort in accordance with the contractor's technical and revised cost proposal entitled, "Targeted Robust Audio Processing (TRAP) System" dated 10 August 2011 submitted in response to DARPA BAA 10-08 and hereby incorporated to this contract by full text.

Option 1 is not a guaranteed commitment and will be implemented via contract modification only.

POP: 09/19/2012 - 9/18/2013
Total Estimated Cost No Fee: \$711,092.00

Total Estimated Cost: \$2,304,091.00

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 5 of 25
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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work

I Base Proposal:

The contractor shall conduct research activities to enable for efficient and robust search techniques in complex high dimensional spaces to develop solutions for audio processing applications in high noise environments such as speech activity detection, language identification, speaker identification, keyword spotting, and other audio event detection tasks. The research shall also include the exploration of advanced analytical methods and system deployment environments for developing integrated solutions including the composition of various analytics and search modules to enable the development of high accuracy and efficient search techniques for ingestion, analysis with various audio mining components from a variety of sources, media, and languages, and triage applications. The plan includes 5 major tasks: 1) Speech activity detection, 2) Language identification, 3) Speaker identification, 4) Keyword spotting system, and 5) TRAP Prototype system.

Task 1: SAO

In this task, the contractor shall explore and develop robust SAD components to be included in the TRAP evaluation system in Task 5.

T1.1 Dynamic Noise Adaptation (DNA)

- o Apply DNA approach to the HF Radio Tactical speaker identification database and the NIST 2008 SRE (or equivalent). Compare to baseline system without DNA.
- o Extend implemented model to incorporate both linear channel and additive noise effects.
- o Propose extension encompassing non-linear effects either by explicit modeling or through the incorporation of Multi-Context Non-Linear Analysis (MCNLA).
- o Compare systems with/without MCNLA and DNA on US Government provided data.

Task 2: LID

T2.1 Noise Adaptive Training

- o Develop a probabilistic model of the nonlinear channel distortion and the additive noise and an algorithm to jointly estimate the parameters of this model with the acoustic language-specific models.
- o Evaluating the performance of this model and the trade off between accuracy and speed for different configurations and approximations.

T1.2 Building a PUBM\1 System for LID

- o Construct a UBM by clustering the ASR acoustic models available for the languages of interest.
- o Evaluate the performance of the acoustic supervector SVM-based LID system trained using this UBM.
- o Evaluate the performance of the n-gram language model and the SVM-based LID system that model the UBM-based tokenization sequence.
- o Compare the performance of integrating the two systems above at the final score level versus using joint decoding.

Task 3, SID

T3.1 Multi-Context Non-linear Analysis (MCNLA)

- o Evaluate the MCNLA system on NIST 2008 interview audio (since stereo recordings of this audio are available for this database). This will represent the system baseline until additional stereo development data is provided.
- o Optimize the MCNLA setup for rapid experimental evaluation. This will require a software framework that is sufficiently flexible to handle different network linkage configurations.
- o Integrate the MCNLA system with the DNA enhanced features and evaluate.
- o Train the MCNLA system on the US Government provided database of noisy audio.

T.3.2 Adaptive factor Analysis (AFA)

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 6 of 25
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- o Develop and evaluate a baseline factor analysis system that has a noise subspace explicitly modeled from held out data. Evaluate on TSID and NIST 2008 SRE databases.
- o Develop an adaptive factor analysis framework that incorporates a noise subspace based on the observed noise variations in the utterance. Evaluate on the TSIDINIST08 combination.

TASK 4; KWS

T4.1 Develop baseline keyword spotting systems for one target language (Arabic)

- o Develop speech-to-text models, index, search, and decision functions for KWS.
- o Evaluate standard methods for speech enhancement (e.g., spectral subtraction, histogram normalization, and stochastic matching) on the KWS task.

T4.2 Dynamic Noise Adaptation (DNA)

- o Evaluate DNA algorithm on government-supplied audio.
- o Begin theoretical work on DNA extensions to nonlinear distortion.

Task 5: TRAP prototype for evaluation (IBM)

- T5.1: Develop architecture to enable algorithm developers to contribute components.
- T5.2: Assemble prototype system that incorporates the SAD module, LID, SID, and KWS module to enable the testing of the 4 components.

Deliverables:

The TRAP prototype will be delivered for Government evaluation.

8.2 Option 1 (12 Months)

In Option I, we shall extend the KWS component to support Farsi.

Task 4: KWS Option I

T4.1 Add capability of baseline keyword spotting systems to handle Farsi

- o Develop KWS components: speech-to-text models, index, search, and decision functions.
- o Evaluate standard methods for speech enhancement (e.g., spectral subtraction, histogram normalization, and stochastic matching) on the KWS task.

C.2 DESCRIPTION AND SPECIFICATIONS

The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development effort in accordance with the contractor's technical and revised cost proposal entitled, "Targeted Robust Audio Processing (TRAP) System" dated 10 August 2011 submitted in response to DARPA BAA 10-08. The statement of work as set forth in the technical proposal is hereby incorporated into this contract by full text.

C.3 DELIVERABLES

The deliverables for this effort are as follows:

Deliverables:

The TRAP prototype will be delivered for Government evaluation.

Option 1 (12 Months)

In Option I, we shall extend the KWS component to support Farsi.

Task 4: KWS Option I

T4.1 Add capability of baseline keyword spotting systems to handle Farsi.

Develop KWS components: speech-to-text models, index, search, and decision functions.

Evaluate standard methods for speech enhancement (e.g., spectral subtraction, histogram normalization, and stochastic matching) on the KWS task.

Award/Contract:	Document No. D11PC20192	Document Title IBM	Page 7 of 25
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SECTION D -- PACKAGING AND MARKING

D.1 PACKAGING

All deliverables called for shall be packed and shipped in accordance with the Contractor's standard commercial practices in a manner that shall afford adequate protection against physical and environmental deterioration and damage during shipment.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 8 of 25
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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.246-09	Inspection of Research and Development (Short Form)	April 1984

E.2 REVIEW AND OVERSIGHT

Review and oversight of research and development services will be made by the DARPA Program Manager (PM) identified in Section G. DARPA PM will inform Government Contracting Officer's Representative identified in Section G, if research and development services do not conform to contract requirements

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 9 of 25
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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.242-15 Alt I	Stop-Work Order (Aug 1989) Alternate I	April 1984

F.2 DELIVERY OF DATA

The data to be delivered with the reports shall be delivered in accordance with the instructions provided as identified in Section J.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is 2 years (1 Base, 1 Option) from the first day of full performance.

Base: September 19, 2011 - September 18, 2012
Option 1: September 19, 2012 - September 18, 2013

Option 1 is not a guaranteed commitment and will be implemented via contract modification only.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 10 of 25
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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

Contractor's office, which will supervise and administer the resulting contract, is as follows:

IBM
1101 Kitchawan Rd.
Yorktown Heights, NY 10598

POC: Tyrone Worsley, Jr.
Phone: (914)945-1363
Fax: (914) 945-4490
E-Mail: tjworsley@us.ibm.com

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

Contracting Officer's Representative (COR) responsibilities will be performed by:

Department of Interior/National Business Center
Acquisition Services Directorate
Sierra Vista Division
Post Office Box 1420
Sierra Vista, AZ 85636-1420

POC: Roy Peters
Phone: (520) 439-2465
Fax: (520) 439-2595
Email: Roy_L_Peters@nbc.gov

G.3 DARPA PROGRAM MANAGER

The DARPA Program Manager (PM) for this contract is:

Dr. Bonnie J. Dorr
DARPA/I2O
3701 North Fairfax Drive
Arlington, VA 22203-1714

Phone: (571) 218-4640
Fax: (571) 218-4369
E-Mail: Bonnie.Dorr@darpa.mil

G.4 GOVERNMENT CONTRACT ADMINISTRATOR

Administration of the contract, except for COR responsibilities, shall be performed by:

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 11 of 25
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POC: Yvonne Edwards
Phone: (520) 439-2436
Fax: (520) 439-2595
E-Mail: Yvonne_M_Edwards@nbc.gov

Mailing Address:

U.S. Department of the Interior
National Business Center
Acquisition Services Directorate
Sierra Vista Division
Post Office Box 1420
Sierra Vista, AZ 85636-1420

G.5 DCAA INFORMATION

The DCAA Manager for IBM Research Center:

Marvin Liebman
207 New York Avenue
Staten Island, NY 10305
Email: Marvin.Liebman@dcma.mil

G.6 PAYMENT OFFICE

Payment will be made by the following office:

US Dept of the Interior
Office of the Secretary
National Business Center - Denver
Fiscal Support Section - D2730-FH
7301 W. Mansfield Avenue
Denver, Co 80235-2230

E-Mail: Ft_Huachuca_Pay_NBCDENVER@NBC.GOV

G.7 CONTRACT PAYMENTS

VOUCHER SUBMISSION FOR COST:

A. Payment will be based on receipt of a proper invoice and satisfactory contract performance. To ensure timely processing, invoices must be submitted to the Designated COR for interim invoice processing. Invoices shall be submitted electronically by e-mail to the Designated COR. The Designated COR for invoice processing will certify each invoice for payment and submit to DOI-NBC Payment Office. The Designated COR will maintain a hard and soft copy of the certified invoice.

Designated COR for Invoice Submission:

U.S. Dept of the Interior
National Business Center
Acquisition Services Directorate
Division III
Post Office Box 1420
Sierra Vista, AZ 85636

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 12 of 25
-----------------------	-----------------------------------	------------------------------	---------------

POC: Roy Peters
Phone: (520) 439-2465
Fax: (520) 439-2592
E-Mail: Roy_L_Peters@nbc.gov

B. Final Invoice. The original of the final invoice must be forwarded to the Cognizant DCAA Office. The Cognizant DCAA Office will submit the reviewed final invoice to the Government Contract Specialist no later than twenty (20) working days from receipt. The Government Contract Administrator will approve and submit the approved final invoice to the payment office identified in Section G.

C. Proper invoices for this contract will be submitted semi-monthly or monthly in accordance with FAR Clause 52.216-7 (Allowable Cost and Payment), not more often than once every two (2) weeks.

D. All requests for payment shall be submitted in accordance with FAR Clause 52.232-25, Alt 1 Prompt Payment.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 13 of 25
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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 PCCA

"Allowable costs under this contract shall include such costs incurred by the Contractor in connection with the work covered by this contract during the period from 17 May 2011 through the date of the contract award on or about 17 August 2011, as would have been allowable pursuant to the terms of this contract, had this contract been in effect during said period, however, that such costs shall not, in the aggregate exceed \$150,000.00, which is included in the estimated cost of the anticipated resulting contract."

H.2 KEY PERSONNEL REQUIREMENTS

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

Principal Investigator - Salim Roukos
Lidia Mangu
Brian Kingsbury
Jason Pelecanos
Mohamed Omar
Todd Ward

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

- a. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the contractor shall promptly notify the Government Contract Administrator identified in Section G. Upon notification to the Government Contract Administrator, the contractor shall promptly replace such personnel with personnel of at least equal liability and qualifications
- b. All notifications of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer or duly authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof, in writing. .

H.3 NOTIFICATION UNDER A COST REIMBURSEMENT CONTRACT

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

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 14 of 25
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H.4 AWARD MADE ON BEHALF OF A DOD AGENCY

This contract is issued by the Department of Interior/National Business Center (DOI/NBC) on behalf of a Department of Defense (DoD) Agency-Defense Advanced Research Projects Agency (DARPA).

H.5 NO-COST SETTLEMENT

When in the best interest of the Government and Contractor, a no-cost settlement may upon mutual agreement of the parties be executed in lieu of a termination due to the immature stage and uncertainties involved in contract performance in research and development efforts. In a no-cost settlement, all costs reimbursable, not previously paid, for the performance of the contract to the date of the termination are allowable; however, the costs for anticipatory profits or consequential damages resulting from the termination of this contract (or any subcontract) to include: accounting, legal, clerical and other expenses necessary for the preparation of settlement proposals and supporting data shall be excluded from the settlement proposal submitted by the contractor. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law under this contract.

H.6 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIONS

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

H.7 PUBLICATION

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 approval of DARPA Technical Information Office. All scientific and technical reports will be issued with a classification of Distribution Statement C. In consideration of the nonprofit institutions of higher education who will be subcontractors under this contract, papers resulting from unclassified contracted fundamental research (as defined by DoD Instruction Number 5230.27) are exempt from prepublication controls and the requirement for prior written concurrence of the COR.

(b) When submitting material for written approval for open publication, the Contractor/Awardee must submit a request for public release to the DARPA Technical Information Office (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/Awardee'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

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 15 of 25
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H.8 REPORTING REQUIREMENTS

a. QUARTERLY RESEARCH AND DEVELOPMENT (R&D) TECHNICAL STATUS REPORT

Description: The Quarterly R&D Technical Status Report provides a means to capture a comprehensive assessment of project goals, progress, and status. The report provides a section for programmatic data, technical progress, project plans, and issues and concerns. The report shall be formatted in accordance with the sample provided at Section J.

Submission Requirements:

- Frequency: Input four (04) times yearly for the duration of the contact.
- Reporting Period: Report on performance during previous quarter.
- Due Date: Submit within fifteen (15) calendar days after the end of the previous quarter. Post-award initial submission will be submitted within 30 calendar days of award.

b. QUARTERLY FINANCIAL STATUS REPORT

Description: The Quarterly Financial Status Report provides a means to capture a comprehensive assessment of expenditures. The report provides a section for incurred expenses and invoices submitted, both for the period and for the total cumulative effort which maintains a running balance of the funds remaining. Burn rates are easy to identify as all the pertinent information is side-by-side and easy to compare. The report shall be formatted in accordance with the sample provided at Section J.

Submission Requirements:

- Frequency: Input four (04) times yearly for the duration of the contact.
- Reporting Period: Report on performance during previous quarter.
- Due Date: Submit within fifteen (15) calendar days after the end of the previous quarter. Post-award initial submission will be submitted within 30 calendar days of award.

c. FINAL TECHNICAL REPORT

Description: The Final Technical Report describes and disseminates to the analytical, scientific and technical community the precise nature and results of analytical studies, research development, test and evaluation (RDT&E) on an assigned task(s). The Scientific and Technical Report may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or of technical problems. The document content shall be clearly written, describe accomplishments and other facts adequately with no technical errors and be acceptable for release. There is no prescribed format. If the Final Technical Report is marked unclassified, unlimited distribution, it should be accompanied by a letter certifying that it has been cleared for public release and/or sale; to include release and/or sale to foreign nationals.

Submission Requirement:

- Frequency: Input one time at the end of the contract.
- Reporting Period: Report on performance from start of contract to the end of contract.
- Due Date: Submit within fifteen (15) calendar days after the completion of the contract.

d.. DISTRIBUTION OF REPORTS

The Final Report must be electronically submitted to the Program Manager (PM) as identified in Section G. The PM is responsible for reviewing and redacting any information prior to submitting Final Report to the Defense Technical Information Center (DTIC), DTIC-BCS, 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218. The PM shall send an electronic copy to the Government Contract Administrator as identified in Section G, when the final report is sent to the DTIC.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 16 of 25
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H.9 TRAVEL AND PER DIEM

Travel and per diem costs claimed shall be in accordance with those rates/amounts allowed by the Joint Travel Regulation (JTR) in effect at the time travel is actually performed. There may be occasions where the contractor travels to high cost areas and is unable to remain in accordance with the Joint Travel Regulation. If required, the contractor will justify those costs to the Contracting Officer prior to performing the travel. The contractor agrees to use the most economical method of travel available. All travel other than what was proposed will have prior approval of the Contracting Officer's Representative as identified in Section G. This provision also applies to all subcontractors other than educational institutions performing travel in support of this contract. Universities will be reimbursed IAW their internal travel policies pursuant to OMB Circular A-21. Foreign travel requires 90 days approval by the Contracting Officer Representative.

H.10 EQUIPMENT CLAUSE

The Contractor shall report any purchase of property, plant or equipment whose unit cost exceeds \$100,000 to the DARPA Comptroller and the Contracting Officer. DoD FMR 7000.14R, Vol. 4, Chapter 6 and Federal Financial Accounting Standards No. 6 Accounting for Property, Plant and Equipment, applies.

H.11 NOTICE OF INCORPORATION OF SECTION K

The following section of the solicitation will not be distributed with the contract; however, this section is incorporated by reference and forms a part of the resultant contract as though furnished in full text therewith:

ORCA Certification

Section K - Representations, Certifications and Other Statements of Offerors dated June 27, 2011.

H.12 DIAPR AUTHORITIES AND DELEGATIONS (MAY 2010) MAY 2010 2010-18

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

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment of by issuance of a new appointment. The COR for this contract will be as listed in Section G.2, Contracting Officer's Representative.

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

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 17 of 25
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possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 18 of 25
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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	October 2010
52.204-04	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.215-02	Audit and Records--Negotiation	October 2010
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	August 2011
52.215-15	Pension Adjustments and Asset Reversions	October 2010
52.215-16	Facilities Capital Cost of Money	June 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 2010
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.	October 2009
52.215-23	Limitations on Pass-Through Charges.	October 2009
52.216-11	Cost Contract--No Fee	April 1984
52.219-08	Utilization of Small Business Concerns	January 2011
52.219-28	Post-Award Small Business Program Rerepresentation	April 2009
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-50	Combating Trafficking in Persons	February 2009
52.222-54	Employment Eligibility Verification	January 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 19 of 25
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52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01 Alt I	Authorization And Consent	April 1984
52.227-02	Notice and Assistance Regarding Patent and Copy Infringement	December 2007
52.230-02	Cost Accounting Standards	October 2010
52.232-17	Interest	October 2010
52.232-23	Assignment of Claims	January 1986
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	February 2002
52.232-32	Performance-Based Payments	August 2010
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03 Alt I	Protest after Award (Aug 1996) - Alternate I	June 1985
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-02 Alt V	Changes--Cost-Reimbursement (Aug 1987) -Alternate V	April 1984
52.243-07	Notification Of Changes	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	December 2010
52.245-01	Government Property	August 2010
52.245-09	Use And Charges	August 2010
52.246-23	Limitation of Liability	February 1997
52.246-25	Limitation of Liability--Services	February 1997
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 DIAR AUTHORITIES AND DELEGATIONS (SEP 2011) SEPTEMBER 2011
1452.201-
70

Authorities and Delegations (SEP 2011)

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

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

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

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 20 of 25
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(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

I.3 1452.203- RESTRICTION ON ENDORSEMENTS JULY 1996
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1452.203-70 RESTRICTION ON ENDORSEMENTS -
DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

I.4 1452.204- RELEASE OF CLAIMS JULY 1996
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1452.204-70

RELEASE OF CLAIMS -- DEPARTMENT OF THE INTERIOR (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

I.5 1452.215- EXAMINATION OF RECORDS BY THE DEPARTMENT OF APRIL 1984
70 THE INTERIOR

1452.215-70 EXAMINATION OF RECORDS BY THE DEPARTMENT OF THE INTERIOR (APR 1984)

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 21 of 25
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For purposes of the Examination of Records by the Comptroller General clause of this contract (FAR 52.215-1), the Secretary of the Interior, the Inspector General, and their duly authorized representative(s) from the Department of the Interior shall have the same access and examination rights as the Comptroller General of the United States.

(End of clause)

I.6 1452.233-2 SERVICE OF PROTEST

JULY 1996

1452.233-2 Service of Protest

"SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)";

and adding the following sentence to the end of the provision:

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

I.7 1452.237-70 INFORMATION COLLECTION

JULY 1996

1452.237-70
INFORMATION COLLECTION -- DEPARTMENT
OF THE INTERIOR (JUL 1996)

If performance of this contract requires the contractor to collect information on identical items from ten or more public respondents, no action shall be taken or funds expended in the solicitation or collection of such information until the contractor has received from the Contracting Officer written notification that approval has been obtained from the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act of 1980. The Contractor agrees to provide all information requested by the Contracting Officer which is necessary to obtain approval from OMB.

(End of clause)

I.8 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT

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

- 252.201-7000 Contracting Officer's Representative (Dec 1991)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Jan 2009)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
- 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
- 252.204-7004 Alternate A, Central Contractor Registration (Sep 2007)
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)
- 252.215-7000 Pricing Adjustments (Dec 1991)
- 252.215-7002 Cost Estimating System Requirements (Dec 2006)
- 252.225-7001 Buy American Act and Balance of Payments Program (Jan 2009)

Award/Contract	Document No.	Document Title	Page 22 of 25
	D11PC20192	IBM	

252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003)
252.225-7012 Preference for Certain Domestic Commodities (Dec 2008)
252.227-7013 Rights in Technical Data--Noncommercial Items (Nov 1995)
252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (June 1995)
252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030 Technical Data - Withholding of Payments (Mar 2000)
252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)
252.227-7038 Patent Right- Ownership by the Contractor (Large Business) (Dec 2007)
252.231-7000 Supplemental Cost Principles (Dec 1991)
252.232-7010 Levies on Contract Payments (Dec 2006)
252.235-7011 Final Scientific or Technical Report (Nov 2004)
252.243-7002 Requests for Equitable Adjustment (Mar 1998)

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

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

I.9 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the International Business Machines Corporation under Contract No. D11PC20192 DOI/NBC. (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the DOI/NBC.
(End of clause)

I.10 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

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

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

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

(b) The Contractor shall--

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

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

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

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

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

Award/Contract	Document No.	Document Title	Page 23 of 25
	D11PC20192	IBM	

I.11 52.222-02 PAYMENT FOR OVERTIME PREMIUMS

JULY 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

I.12 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

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

(b) The use in this solicitation or contract of any U.S. Department of the Interior Acquisition Regulation Supplement (DIARS) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.13 52.232-20 LIMITATION OF COST

APRIL 1984

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than--

(1) the estimated cost specified in the Schedule; or

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 24 of 25
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- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- (d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of--
- (i) the estimated cost specified in the Schedule; or
- (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer--
- (i) notifies the Contractor in writing that the estimated cost has been increased; and
- (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.
- (f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- (h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

Award/Contract	Document No. D11PC20192	Document Title IBM	Page 25 of 25
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 - Progress, Status and Management Report

Attachment 2 - DD Form 1423-1

Attachment 3- Contractor's assertions

Progress, Status and Management Report

Period Covered by the Report

Date of Report:

Project Title: Target Robust Audio Processing (TRAP) System

Contract Number: D11PC20192

Total Dollar Value: \$2,304,091.00

Program Manager: Dr. Bonnie Dorr

Submitted by:

[Name]

[Address]

Telephone:

Fax:

Email:

Security Classification – Unclassified

Exhibit B
IBM
D11PC20219

1

Distribution List and Addresses

One report to:

Dr. Bonnie Dorr
Defense Advanced Research Projects Agency
3701 N. Fairfax Drive
Arlington, VA 22203-1714
E-mail: Bonnie.Dorr@darpa.mil

One report to:

Roy Peters/COR
DOI/NBC
Acquisition Services Directorate
P.O. Box 1420
Sierra Vista, AZ 85636
E-mail: Roy_L_Peters@nbc.gov

Technical Information – Financial Management

1. Technical Progress / Monthly Expenditure Report (Please provide cumulative spending graph).

Figure 1. Example Graph

Exhibit B
IBM
D11PC20219

2

Cumulative Spending Plan



Please provide Phase 1 schedule of tasks and events for this month, with financial expenditures broken down by task.

Task 1 – (Task Description): \$

Task 2 – (Task Description): \$

Task 3 – (Task Description): \$

Total expenditures for the quarter - \$

Actual Cost versus Planned Costs

	Current Month Cost* (\$)	Inception to Date (\$)	Phase 1 Cost (\$)
Plan			
Actual			
Difference			

* Current Month is (DATE) through (DATE).

- 2. Technical Progress / Highlights - Observations**
- 3. Results or Problems and Solutions**
- 4. Significant Accomplishments Anticipated During Next Reporting Period**
- 5. Publications relevant to this effort**
- 6. Meetings and Events (Please include meetings with subcontractors)**
- 7. Publications Changes to the Contract Organization**

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM	E. CONTRACT/PR NO. D11PC20192	F. CONTRACTOR International Business Machines Corporation
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Scientific and Technical Reports	3. SUBTITLE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81612	5. CONTRACT REFERENCE Section J.2, D11PC20192	6. REQUIRING OFFICE
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7. DD 250 REQ See Blk 16	9. DIST STATEMENT REQUIRED C	10. FREQUENCY See Block 16	11. AS OF DATE See Block 16	12. DATE OF FIRST SUBMISSION See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE A						a. ADDRESSEE	b. COPIES	
							Draft	Final
							Reg	Repro

16. REMARKS See pages 2-3	DARPA PM via				
	TFIMS				
	COR via Email				
	15. TOTAL		0	0	0

G. PREPARED BY Yvonne Edwards	H. DATE 08/12/2010	I. APPROVED BY Lisa Mattocks	J. DATE 08/16/2011
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CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM	E. CONTRACT/PR NO. D11PC20192	F. CONTRACTOR International Business Machines Corporation
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16. REMARKS (Continued)

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A.** Self-explanatory.
- Item B.** Self-explanatory.
- Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.
- Item D.** Enter name of system/item being acquired that data will support.
- Item E.** Self-explanatory (to be filled in after contract award).
- Item F.** Self-explanatory (to be filled in after contract award).
- Item G.** Signature of preparer of CDRL.
- Item H.** Date CDRL was prepared.
- Item I.** Signature of CDRL approval authority.
- Item J.** Date CDRL was approved.
- Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2.** Enter title as it appears on data acquisition document cited in Item 4.
- Item 3.** Enter subtitle of data item for further definition of data item (optional entry).
- Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6.** Enter technical office responsible for ensuring adequacy of the data item.
- Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8.** Specify requirement for approval of a draft before preparation of the final data item.
- Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10.** Specify number of times data items are to be delivered.
- Item 11.** Specify as-of date of data item, when applicable.
- Item 12.** Specify when first submittal is required.
- Item 13.** Specify when subsequent submittals are required, when applicable.
- Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15.** Enter total number of draft/final copies to be delivered.
- Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

COMMERCIAL			
Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
1. Acoustic model building and decoder toolkit (ATTILA)	IBM partial development funding	Restricted	Salim Roukos
2. Audio Analytics toolkit for speaker and gender segmentation and speaker recognition	IBM partial development funding	Restricted	Salim Roukos

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date June 27, 2011
 Printed Name and Title TJ Worsley/ Sr. Government Contracting & Negotiations Professional

Signature



(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting