

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page 1 of 25
2 CONTRACT (Proc Inst Ident) NO D10PC20015		3 EFFECTIVE DATE 09/12/2010		4 REQUISITION/PURCHASE REQUEST PROJECT NO SZ100653	
5 ISSUED BY DOI - NBC, Ft Huachuca AZ NBC / Acquisition Services Directorate Sierra Vista Branch P O Box 12924 Fort Huachuca AZ 85670-2924		CODE 00063	6. ADMINISTERED BY (If other than Item 5) CODE		

7 NAME AND ADDRESS OF CONTRACTOR (No. street city county, State and ZIP Code) BBN TECHNOLOGIES CORP 10 MOULTON ST CAMBRIDGE MA 02138-1119		8 DELIVERY FOB Origin: <input checked="" type="checkbox"/> Other (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % 0 days %	
CODE		FACILITY CODE	
		ITEM 12	

11 SHIP TO/MARK FOR Joseph Olive DARPA 3701 N. Fairfax Drive Arlington VA 22203-1714		CODE DARPA	12. PAYMENT WILL BE MADE BY CODE D2730 Dept of the Interior - National Business Center National Business Center - Denver Fiscal Support Section - D2730-FH 7301 W. Mansfield Denver, CO 80235-2230	
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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 2010 - WH - 6041 - 255D - WHDRP - 299400 - 1A -	
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT 1,000,000.00

16 TABLE OF CONTENTS							
()	SEC	DESCRIPTION	PAGE(S)	()	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16-24
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE	7		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	8-10		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11-15				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as attached or incorporated by reference herein (Attachments are listed herein)		18. 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.	
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19A NAME AND TITLE OF SIGNER (Type or print) William P. Quantrell VICE PRESIDENT CONTRACT RELATIONS		20A NAME OF CONTRACTING OFFICER Lisa A. Matocks	
19B NAME OF CONTRACTOR By: <i>William P. Quantrell</i> (Signature of person authorized to sign)		20B UNITED STATES OF AMERICA By: <i>Lisa A. Matocks</i> (Signature of Contracting Officer)	
19C DATE SIGNED 9/14/10		20C DATE SIGNED 9/14/10	

Total Funding: \$1,000,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010	WH	6941		255D		WHDRP			Z99400		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 Services	0001		1.00	LO	\$1,000,000.000	\$ 1,000,000.00
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(09/01/2010 to 02/28/2014)

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 cost proposal entitled, "RATS Patrol" dated 28 March 2010 submitted in response to DARPA BAA 10-34 and incorporated to this contract by reference.

Cost \$12,212,497.00
 Fee \$870,048.00
 CPFF \$13,082,545.00

Ref Req No: SZ100653

Funding Information:

2010 - - WH - 6941 - - 255D - - WHDRP - - - Z99400 - - 1A - -

\$1,000,000.00

Total Cost: \$1,000,000.00

Award/Contract	Document No.	Document Title	Page 3 of 25
	D10PC20015	Raytheon BBN	

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	4
C.1 Descriptions And Specifications	4
C.2 Deliverables	4
SECTION D -- Packaging and Marking	5
D.1 MARKING	5
D.2 PACKAGING	5
SECTION E -- Inspection and Acceptance	6
E.1 Review and Oversight	6
E.2 Inspection of Research and Development (Short Form)	6
SECTION F -- Deliveries or Performance	7
F.1 Clauses By Reference	7
F.2 Delivery of Data	7
F.3 Period of Performance	7
SECTION G -- Contract Administration Data	8
G.1 Contracting Officer's Technical Representative	8
G.2 DARPA Program Manager	8
G.3 Contract Administration Data	8
G.4 Government Contract Administrator	9
G.5 Defense Contract Audit Agency (DCAA) Office	9
G.6 Payment Office	9
G.7 Contract Payments	10
SECTION H -- Special Contract Requirements	11
H.1 Notification Under a Cost Reimbursement Contract	11
H.2 Subcontracting Plan	11
H.3 Award Made on Behalf of A DOD Agency	11
H.4 Key Personnel Requirements	11
H.5 NOTICE OF INCORPORATION OF SECTION K	12
H.6 Equipment Clause	12
H.7 No-Cost Settlement	12
H.8 Permits, Taxes, Licenses, Ordinances and Regulations	12
H.9 Publication	12
H.10 Travel and Per Diem	13
H.11 Assertion of Data Rights	13
H.12 ACQUISITION OF COMPUTER EQUIPMENT AND RELATED ITEMS	13
H.13 SF294 AND SF295 SUBCONTRACTING REPORTING REQUIREMENTS	13
H.14 Reporting Requirements	13
H.15 Incremental Funding	15
H.16 Equipment - AGILE	15
SECTION I -- Contract Clauses	16
I.1 Clauses By Reference	16
I.2 Notification of Ownership Changes	17
I.3 Payment For Overtime Premiums	18
I.4 Authorized Deviations In Clauses	18
I.5 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT	19
I.6 1452.203-70 Restriction on Endorsements JULY 1996	20
I.7 1452.204-70 Release of Claims JULY 1996	20
I.8 1452.215-70 Examination of Records by DOI APRIL 1984	20
I.9 1452.228-7 Insurance - Liability to Third Person APRIL 1984	20
I.10 1452.237-70 Information Collection - DOI JULY 1996	21
I.11 Subcontracts	21
I.12 Notification Of Changes	23
SECTION J -- List of Documents, Exhibits and Other Attachments	25
J.1 ATTACHMENTS	25

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 4 of 25
-----------------------	-----------------------------------	---------------------------------------	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DESCRIPTIONS AND SPECIFICATIONS

SECTION C -- DESCRIPTIONS 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 cost proposal entitled, "RATS Patrol" dated 28 March 2010 submitted in response to DARPA BAA 10-34 and incorporated to this contract by reference. Proposed options will not be funded.

C.2 DELIVERABLES

The deliverables for this effort are as follows:

- a. Quarterly Progress Reports (QPR)
- b. Papers published in international conferences and/or journals during the course of the program
- c. All software and documentation developed under the project
- d. Any data collected under the project
- e. Integrated systems for evaluation (6 weeks before the end of each phase)
- f. Trainable, military user-friendly system during Phases 2 and 3
- g. Final report

(END OF SECTION C)

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 5 of 25
-----------------------	-----------------------------------	---------------------------------------	--------------

SECTION D -- PACKAGING AND MARKING

D.1 MARKING

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

Contractor:	Raytheon BBN Technologies Corp.
Contract Number:	D10PC20015
Proposal Title:	"RATS Patrol"

D.2 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.

(END OF SECTION D)

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 6 of 25
-----------------------	-----------------------------------	---------------------------------------	--------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 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.

(END OF SECTION E)

E.2 52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT APRIL 1984
(SHORT FORM)

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 7 of 25
-----------------------	-----------------------------------	---------------------------------------	--------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.242-15 Alt I	Stop-Work Order (Aug 1989) Alternate I	April 1984
52.247-34	F.O.B. Destination	November 1991

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 contract period of performance will be a 42-month period beginning 01 September 2010 through 28 February 2014.

(END OF SECTION F)

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 8 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

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

Department of Interior/National Business Center
Acquisition Services Directorate
Sierra Vista Division
Post Office Box 12924
Fort Huachuca, Arizona 85670-2924

POC: Lawrence H. Carter
Phone: (520) 533-1213
Fax: (520) 538-3761
E-Mail: Lawrence_H_Carter@nbc.gov

Building Location and Zip Code for Overnight Deliveries:
Augur and Adair Streets, Bldg #22208 (2nd Floor)
Zip Code: 85613-6000

G.2 DARPA PROGRAM MANAGER

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

Joseph Olive
DARPA/IPTO
3701 North Fairfax Drive
Arlington, VA 22203-1714

Phone: (571) 218-4920
Fax: (703) 807-4953
E-Mail: Joseph.Olive@darpa.mil

G.3 CONTRACT ADMINISTRATION DATA

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

Raytheon BBN Technologies Corp.
10 Moulton Street
Cambridge, MA 02138

POC: Mr. Jamie Clark
Phone: (617) 873-8049
Fax: (617) 873-2473
E-Mail: Jclark@bbn.com

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 9 of 25
-----------------------	-----------------------------------	---------------------------------------	--------------

G.4 GOVERNMENT CONTRACT ADMINISTRATOR

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

POC: Thupten Tsering
 Phone: (520) 538-0407
 Fax: (520) 538-3761
 E-Mail: Thupten_D_Tsering@nbc.gov

Mailing Address:

U.S. Department of the Interior
 National Business Center
 Acquisition Services Directorate
 Sierra Vista Division
 Post Office Box 12924
 Fort Huachuca, AZ 85670-2924

Commercial Address:

U.S. Department of the Interior
 National Business Center
 Acquisition Services Directorate
 Sierra Vista Division
 Augur and Adair Streets, Bldg #22208 (2nd Floor)
 Fort Huachuca, AZ 85613-6000

G.5 DEFENSE CONTRACT AUDIT AGENCY (DCAA) OFFICE

The DCAA for this contract is:

Defense Contract Audit Agency (DCAA)
 Northeast Region Merrimack Valley Branch Office
 77 Fawcett Street
 Cambridge, MA 02138

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

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 10 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

G.7 CONTRACT PAYMENTS

VOUCHER SUBMISSION FOR COST:

A. The contractor has not been approved by the Government for direct submission of invoices, the contractor shall submit an original and one copy of invoices to the Government Contract Administrator, and one copy to the Contracting Officer's Representative (COR) identified in Section G.

B. Proper invoices for this contract will be submitted on at least a monthly basis in accordance with FAR Clause 52.216-7, Allowable Cost and Payment (Dec 2002).

C. For payment of fee, the contractor will invoice for 8% fee incurred not to exceed \$870,048.00. In accordance with FAR 52.216-8, Fixed Fee, the withhold fee of 15% is applied in the amount of \$100,000.00.

D. All requests for payment shall be submitted in accordance with FAR Clause 52.232-25, Alt 1, Prompt Payment (Feb 2002).

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 11 of 25
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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION UNDER A COST REIMBURSEMENT CONTRACT

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

H.2 SUBCONTRACTING PLAN

Raytheon BBN Technologies Corp. Master Subcontracting Plan, dated 26 October 2007 and Individual Subcontracting Plan dated 26 August 2010, as submitted to and approved by the Contracting Officer in accordance with FAR 52.219-09 is herein attached at Section J and applicable to this contract.

H.3 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.4 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:

Prime Contractor's Name: Dr. John Makhoul
Richard Schwartz
Spyros Matsoukas

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

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 12 of 25
-----------------------	----------------------------	--------------------------------	---------------

identified in Section G. Upon concurrence of the Contracting Officer or authorized representative, the contractor shall promptly replace such personnel with personnel of at least equal ability and qualifications.

b. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer 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.5 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:

Section K - Representations, Certifications and Other Statements of Offerors dated 15 June 2010.
Online Representations and Certifications Application (ORCA).

H.6 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.7 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.8 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.9 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 prior written concurrence of the COR. 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.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 13 of 25
-----------------------	----------------------------	--------------------------------	---------------

(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.

H.10 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.11 ASSERTION OF DATA RIGHTS

The Contractor has asserted restrictions on the Government's use, release and disclosure of technical data and computer software. The technical data and computer software assertions are attached at Section J.

H.12 ACQUISITION OF COMPUTER EQUIPMENT AND RELATED ITEMS

The contractor and subcontractors are authorized to purchase information technology (IT) equipment and services for direct support of this contract not to exceed the value indicated in this contract clause. Any claimed costs in excess of this amount shall be unallowable in accordance with FAR 52.216-7, Allowable Cost and Payment.

Contract No. D10PC20015
NTE: \$801,270.00

H.13 SF294 AND SF295 SUBCONTRACTING REPORTING REQUIREMENTS

Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, required in accordance with FAR 19.704(a), shall be submitted via the new electronic Subcontracting Reporting System (eSRS), which is located at the following website: <https://www.esrs.gov>.

H.14 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.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 14 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

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. YEARLY TECHNICAL REPORT

Description: The Yearly 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 Yearly 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.

Submission Requirement:

- Frequency: Input one time at the end of the first twelve months of performance.
- Due Date: Submit within fifteen (15) calendar days after the first twelve months of the contract.

d. 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.

e. 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.

(END OF SECTION H)

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 15 of 25
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H.15 INCREMENTAL FUNDING

Of the total price of CLIN 0001 the sum of \$1,000,000.00 is presently available for payment and allotted to this contract. It is anticipated from time to time additional funds will be allotted to this contract until the total price of these items is allotted. It is contemplated that funds presently allotted to this contract will cover the work to be performed, as limited by the provision of (b) below, until 31 January 2011.

b. For purposes of the Limitation of Funds Clause, Section I, 52.232-22, this provision will be the "Schedule". Accordingly, the contractor is working at his own risk if funds are expended beyond those currently allotted to this contract at any given time.
(END OF SECTION G)

H.16 EQUIPMENT - AGILE

The equipment purchased under the DARPA AGILE contract (HR0011-06-C-0022) may be used on a rent free, non-interference basis.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 16 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
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	September 2007
52.203-13	Contractor Code of Business Ethics and Conduct	April 2010
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
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	September 2006
52.215-02	Audit and Records--Negotiation	March 2009
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-15	Pension Adjustments and Asset Reversions	October 2004
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 1997
52.215-23	Limitations on Pass-Through Charges.	October 2009
52.216-07	Allowable Cost and Payment	December 2002
52.216-08	Fixed Fee	March 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	April 2008
52.219-16	Liquidated Damages-Subcontracting Plan	January 1999
52.219-28	Post-Award Small Business Program Representation	April 2009
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	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 2006

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 17 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
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
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01 Alt I	Authorization And Consent (Jul 1995) - Alternate I	April 1984
52.227-02	Notice And Assistance Regarding Patent And Copy Infringement	December 2007
52.227-11	Patent Rights--Ownership by the Contractor	December 2007
52.228-07	Insurance--Liability To Third Persons	March 1996
52.230-02	Cost Accounting Standards	October 2008
52.230-06	Administration of Cost Accounting Standards	March 2008
52.232-09	Limitation on Withholding of Payments.	April 1984
52.232-17	Interest	October 2008
52.232-22	Limitation of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	February 2002
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03 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
52.244-05	Competition In Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	April 2010
52.245-01	Government Property	June 2007
52.245-09	Use And Charges	June 2007
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

1.2 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--

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 18 of 25
-----------------------	----------------------------	--------------------------------	---------------

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.222-02 PAYMENT FOR OVERTIME PREMIUMS JULY 1990

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

I.4 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.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 19 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

(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.5 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

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

252.201-7000	Contracting Officer's Representative (Dec 1991)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Jan 2009)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004	Alternate A, Central Contractor Registration (Sep 2007)
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)
252.215-7000	Pricing Adjustments (Dec 1991)
252.215-7002	Cost Estimating System Requirements (Dec 2006)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Apr 2007)
252.225-7001	Buy American Act and Balance of Payments Program (Jan 2009)
252.225-7002	Qualifying Country Sources as Subcontractors (Apr 2003)
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007)
252.225-7012	Preference for Certain Domestic Commodities (Dec 2008)
252.227-7013	Rights in Technical Data--Noncommercial Items (Nov 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (June 1995)
252.227-7016	Rights in Bid or Proposal Information (June 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)
252.227-7039	Patents - Reporting of Subject Inventions (Apr 1990)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7010	Levies on Contract Payments (Dec 2006)
252.235-7011	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/>

Incorporate in Full Text: The below DFARS clause is applicable, will be incorporated in, and will form a part of the resultant contract:

252.235-7010	Acknowledgement of Support and Disclaimer (May 1995)
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(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. D10PC20015.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 20 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

(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 Defense Advanced Research Projects Agency (DARPA); or its Contracting Agent, the U.S. Department of the Interior, National Business Center, Acquisition Services Directorate, Sierra Vista Division.

I.6 1452.203-70 RESTRICTION ON ENDORSEMENTS JULY 1996

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.7 1452.204-70 RELEASE OF CLAIMS JULY 1996

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.8 1452.215-70 EXAMINATION OF RECORDS BY DOI APRIL 1984

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

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.9 1452.228-7 INSURANCE - LIABILITY TO THIRD PERSON APRIL 1984

1452.228-7 Insurance - Liability to Third Persons

(a) As prescribed in 1428.311-2, the clause at FAR 52.228-7, Insurance - Liability to Third Persons, shall be modified before insertion into solicitations and contracts by (1) changing the title of the clause to read:
"INSURANCE - LIABILITY TO THIRD PERSONS (APR 1984) (DEVIATIONS)";

and (2) changing the first sentence in subparagraph (c)(2) of the clause to read:

"For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise but subject to the 'Limitation of Cost' or 'Limitation of Funds' clause of this contract."

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 21 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

(b) As prescribed in FAR 52.103(a) and 52.107(f), the clause at FAR 52.252-6, Authorized Deviations in Clauses, shall be inserted into solicitations and contracts containing the clause in paragraph (a) of this section.

(End of clause)

I.10 1452.237-70 INFORMATION COLLECTION - DOI 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.11 52.244-02 SUBCONTRACTS JUNE 2007

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

-none-

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 22 of 25
-----------------------	----------------------------	--------------------------------	---------------

modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
 - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
 - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 23 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

44.3.

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

University of Maryland
 Johns Hopkins University
 Brno University
 Cambridge University
 Northeastern University

(End of clause)

I.12 52.243-07 NOTIFICATION OF CHANGES

APRIL 1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer,

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 24 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

Award/Contract	Document No. D10PC20015	Document Title Raytheon BBN	Page 25 of 25
-----------------------	-----------------------------------	---------------------------------------	---------------

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

J.1 ATTACHMENTS

- Attachment 1 - Assertion of Data Rights
- Attachment 2 - DD Form 1423-1 Contract Data Requirements List
- Attachment 3 - Subcontracting Plan
- Attachment 4 - Progress, Status and Management Report Format

DATE: September 3, 2010
POC/Phone no.: Lisa Mattocks, (520) 533-8944

SUBJECT: Request for Review of Subcontracting Plan for Raytheon BBN Technologies Corp.
Contract No. D10PC20015
Contract Value: \$13,082,545.00

MEMORANDUM FOR:

- 1-Level above the CO
 BUDS

msubastian 9-7-2010

1. The following review action is requested:

- Approval of Subcontracting Plan (FAR 19.704)
 Approval of Waiver to the Subcontracting Plan requirement IAW DIARS 1419.705-2(c)

2. Clauses to be included in the final contract (please check appropriate box):

- 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
 52.219-6, Notice of Total Small Business Set-Aside (June 2003).
 52.219-7, Notice of Partial Small Business Set-Aside (June 2003).
 52.219-8, Utilization of Small Business Concerns (May 2004).
 52.219-9, Small Business Subcontracting Plan (April 2008).
 52.219-10, Incentive Subcontracting Program (OCT 2001).
 52.219-11, Special 8(a) Contract Conditions (FEB 1990).
 52.219-12, Special 8(a) Subcontract Conditions (FEB 1990).
 52.219-14, Limitations on Subcontracting (DEC 1996).
 52.219-16, Liquidated Damages -- Subcontracting Plan (JAN 1999).
 52.219-17, Section 8(a) Award (DEC 1996).
 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003).
 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises
 52.244-2, Subcontracts, Alt I (June 2007). **(Full Text)**
 52.244-4, Subcontractors and Outside Associates and Consultants (Architect-Engineer Services) (AUG 1998).
 52.244-5, Competition in Subcontracting (DEC 1996).
 52.244-6, Subcontractors for Commercial Items (Mar 2009)

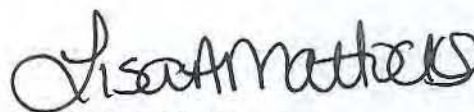
3. Remarks:

Raytheon BBN Technologies Corp. subcontracting plan was evaluated IAW FAR 19.704, 19.705-4 and 52.219-9. Raytheon BBN Technologies Corp. did not meet the established DoD goals:

	BBNT	FY2010 (DoD) Government Goal
Small Business	16.6%	37.2%
Small Disadvantaged Business	0.0%	5.0%
Woman-owned Small Business	0.1%	5.0%
HUBZone Small Business	0.0%	3.0%
SD Veteran-Owned Small Business	0.0%	3.0%
HBCU & Minority Institutions	0.0%	5.0%

Research and Development services are inherently labor intensive and highly complex. Small Business Subcontracting possibilities did not exist for this contract. The RATS program presents a number of challenging problems that require deep expertise and new ideas in several areas of work. The goal of the RATS program is to create technology capable of accurately determining speech activity regions, detecting key words, identifying language and speaker in highly degraded, weak and/or noisy communication channels. While the current scope does not require the support of any small business subcontractors for labor or other direct costs, Raytheon BBN Technologies Corporation has proposed to subcontract with five universities in an effort to accomplish the programs stated goals. The proposed subcontractors for this effort are Johns Hopkins University, University of Maryland, Cambridge University and Brno University of Technology.

Given today's state of the art, the target goals of the program require that the error rates in four technologies be reduced by about an order of magnitude over three years. Achieving this difficult feat will require a collaborative effort of multiple sites that have established themselves as leaders in the four technologies and in dealing effectively with high-noise environments. For this program, the particular subcontractors sought by Raytheon BBN Technologies Corporation were chosen due to their unique set of skills and experiences relevant to the goals of the RATS program. The professors and their staff will be responsible for writing software, performing experiments to improve accuracy in the four RATS applications in noise and expected to deliver software that will be integrated into the system for delivery. The partner universities have excelled in their area of expertise and their knowledge will be used to assist in achieving program goals.



Lisa A. Mattocks
Contracting Officer

SUBCONTRACTING PLAN CHECKLIST
FOR AN INDIVIDUAL CONTRACT PLAN

CONTRACTOR'S NAME: Raytheon BBN Technologies Corporation

REQUIREMENT: DARPA BAA 10-34 "Robust Automatic Transcription of Speech (RATS)"

PURPOSE OF REVIEW: Approval of Individual Subcontracting Plan for Contract D10PC20015

REFERENCES: FAR 19.704, 19.705-4, 52.219-9

1. Does the subcontracting plan include:

A separate percentage goals for using small business, HUBZone small business, small disadvantaged business, women-owned small business and veteran-owned small business concerns as subcontractors?

Yes

Where? Page(s) 1 (Individual Plan)

A statement of the total dollars planned to be subcontracted and statement of the total dollars planned to be subcontracted to small business, HUBZone small business, small disadvantaged business, women-owned small business and veteran-owned small business concerns?

Yes

Where? Page(s) 1 (Individual Plan)

A description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to small business, HUBZone small business, small disadvantaged business, women-owned small business and veteran-owned small business concerns?

Yes

Where? Page(s) 2-4 (Individual Plan)

A description of the method used to develop the subcontracting goals?

Yes

Where? Page(s) 4-5 (Individual Plan)

A description of the method used to identify potential sources for solicitation purposes?

Yes

Where? Page(s) 4-5 (Individual Plan)

A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with small business, HUBZone small business, small disadvantaged business, women-owned small business and veteran-owned small business concerns?

Yes

Where? Page(s) 2-4 (Individual Plan)

The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual?

Yes

Where? Page(s) 1 (Individual Plan)

A description of the efforts the offeror will make to ensure that small business, HUBZone small business, small disadvantaged business, women- owned small business and veteran-owned small business concerns have an equitable opportunity to compete for subcontracts?

Yes

Where? Page(s) 5 (Individual Plan)

Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements the clause at 52.219-9, Small Business Subcontracting Plan (see 19.708(b))?

Yes

Where? Page(s) 10 (Master Plan)

Assurances that the offeror will--

- Cooperate in any studies or surveys as may be required;
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations; and
- Ensure that its subcontractors agree to submit SF 294 and SF 295?

Yes

Where? Page(s) 12-14 (Master Plan)

A description of the types of records that will be maintained concerning procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, women-owned small business and veteran-owned small business concerns and to award subcontracts to them?

Yes

Where? Page 22-26 (Master Plan)

2. Complete the following chart:

A. Total Proposed Contract Effort	\$13,082,545.00	
B. Total to be Subcontracted	\$ 3,660,323.00 (27.5%)	
1. Large Business	\$ 2,997,235.00 (83.3% of B)	
2. To Small Business		
a. HUBZone SB	\$100.00	
b. Non-Disadvantaged SB	\$598,888.00	(16.6% of A)
c. Disadvantaged SB	\$1,600.00	
d. Women-Owned SB	\$2,000.00	(0.1% of A)
e. Veteran-Owned SB	\$400.00	
f. SD Veteran-owned SB	\$100.00	

SUBCONTRACTING PLAN GOALS SUBMITTED UNDER
BBN TECHNOLOGIES CORP.
SUBCONTRACTING MASTER PLAN
IN ACCORDANCE WITH PUBLIC LAW 95-507

1. BBN Proposal No.: P10071-BBN
2. Contractor Name: Raytheon BBN Technologies Corp.
3. Name of Individual completing plan: John Forcucci
Telephone Number: (617) 873-8110
4. A. Total Proposed Contract Amount \$13,082,545 over 36 months
- B. Total Amount to be Subcontracted \$3,600,323 27.5 % of A
1. Total Large Business \$2,997,235 83.3 % of B; 22.9 % of A
2. Total Small Business \$603,088 16.7 % of B; 4.6 % of A
- a. Non-Disadvantaged SB \$598,888 16.6 % of B; 4.6 % of A
- b. Disadvantaged SB \$1,600 0.0 % of B; 0.0 % of A
- c. Women-Owned SB \$2,000 0.1 % of B; 0.0 % of A
- d. HBCU & MI \$0 0.0 % of B; 0.0 % of A
- e. HUBZone SB \$100 0.0 % of B; 0.0 % of A
- f. Veteran-Owned SB \$400 0.0 % of B; 0.0 % of A
- g. Service-Disabled Vet SB \$100 0.0 % of B; 0.0 % of A
5. The above goals, submitted in accordance with BBN Technologies' Annual Small Business and Small Disadvantaged Business Subcontracting Master Plan, include both Direct Goals and Indirect Goals.

Raytheon BBN Technologies Corp.

John Forcucci

By:

John Forcucci
Small Business Liaison Officer

Date: September 2, 2010

BBN Proposal No.: P10071-BBN FY09 Raytheon BBN Technologies Corp. Annual Sales: \$250,000,000

1. The Total Estimated Cost of Subcontracts includes Direct Cost Subcontracts and Indirect Cost Subcontracts. The breakdown is as follows:

	Direct Cost Subcontracts	Indirect Cost Subcontracts	Total	Percent of Sub Amt	Percent of Contract Amt
Non-Disadvantaged Small Business	\$568,888	\$30,000	\$598,888	16.6%	4.6%
Small Disadvan. Business	\$0	\$1,600	\$1,600	0.0%	0.0%
Women Owned Small Business	\$0	\$2,000	\$2,000	0.1%	0.0%
Hist. Black Colleges & Univ and Minority Instit.	\$0	\$0	\$0	0.0%	0.0%
HUBZone Small Business	\$0	\$100	\$100	0.0%	0.0%
Veteran-Owned SB	\$0	\$400	\$400	0.0%	0.0%
Service-Disabled Vet SB	\$0	\$100	100	0.0%	0.0%
Large Business	\$2,957,235	\$40,000	\$2,997,235	83.3%	22.9%
TOTAL	\$3,526,123	\$74,200	\$3,600,323	100.0%	27.5%

2. Indirect Cost Subcontracts

The Estimated Cost of Prime Contract is \$13,082,545 over 36 months. This is 1.7% of the FY09 Annual Company Sales on an annualized basis. For this subcontracting plan, 0.2% of orders placed with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, Service-Disabled Veteran-Owned and Large businesses charged to Overhead and G&A Accounts are allocable to this contract.

- a. Non-Disadvantaged Small Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$30,000,000 in orders with Small Businesses during its fiscal year 2010. We estimate about 50% of these orders are charges to Overhead and G&A accounts, or about \$15,000,000. The Small Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$30,000.

- b. Small Disadvantaged Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$800,000 in orders with Small Disadvantaged Businesses during its fiscal year 2010. Virtually all 100% of these orders are charges to Overhead and G&A accounts. The Small Disadvantaged Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$1,600.

- c. Women-Owned Small Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$1,000,000 in orders with Women Owned Small Business during its fiscal year 2010. Virtually all 100% of these orders are charges to Overhead and G&A accounts. The Women Owned Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$2,000.

- d. HUBZone Small Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$50,000 in orders with HUBZone Small Business during its fiscal year 2010. Virtually all 100% of these orders are charges to Overhead and G&A accounts. The HUBZone Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$100.

e. Veteran-Owned Small Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$200,000 in orders with Veteran-Owned Small Business during its fiscal year 2010. Virtually all 100% of these orders are charges to Overhead and G&A accounts. The Veteran-Owned Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$400.

f. Service-Disabled Veteran-Owned Small Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$50,000 in orders with Service-Disabled Veteran-Owned Small Business during its fiscal year 2010. Virtually all 100% of these orders are charges to Overhead and G&A accounts. The Service-Disabled Veteran-Owned Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$100.

g. Large Business

Raytheon BBN Technologies Corp. anticipates placing a total of about \$40,000,000 in orders with Large Businesses during its fiscal year 2010. We estimate about 50% of these orders are charges to Overhead and G&A accounts, or about \$20,000,000. The Large Indirect Cost Subcontracts for this contract is 0.2% of these orders or \$40,000.

Enclosed is Raytheon BBN Technologies Corp.'s (BBN) subcontracting plan for proposal P10071-BBN. Due to the nature of this proposal, BBN is only able to set overall goals of 16.7% of anticipated subcontracted dollars to non-disadvantaged small business, disadvantaged small business, women-owned small business, HUBZone small business, veteran-owned small business and service-disabled veteran-owned small business, of which 16.6% is allocated to non-disadvantaged small business, 0.0% to disadvantaged small businesses and 0.1% to women-owned small businesses. BBN is unable to establish goals of 42% to small businesses and 5% or more to disadvantaged small businesses and women-owned small businesses because the direct subcontracting procurement is of a single source nature.

On this effort BBN intends to subcontract with University of Maryland (UMD), Cambridge University (CU), Brno University of Technology (BUT), Johns Hopkins University (JHU) and Northeastern University

The RATS program presents a number of very challenging problems that require deep expertise and new ideas in several areas of work. The program requires the performance of four tasks in very high noise environments: speech activity detection (SAD), language identification (LID), speaker identification (SID), and keyword spotting (KWS). Given today's state of the art, the target goals of the program require that the error rates in the four technologies be reduced by about an order of magnitude over three years. Achieving this difficult feat will require a collaborative effort of multiple sites that have established themselves as leaders in the four technologies and in dealing effectively with high-noise environments, as well as new ideas that will lead to achieving the goals of the program. Especially important will be the integration of different approaches to the problem of dealing with noisy speech.

University of Maryland

Professor Shihab Shamma, University of Maryland (UMD): Dr. Shamma has distinguished himself as the inventor of the cortical spectrum, a three-dimensional representation of speech as a function of time, based on the cortical processing of the human auditory system. Using this rich representation, Dr. Shamma has been able to diminish the effects of the noise, while maintaining the quality of the speech. He has been able to demonstrate the effectiveness of his method for speech activity detection (SAD). We would like to take advantage for this type of processing for all four target applications.

Cambridge University

Professors Phil Woodland and Mark Gales, Cambridge University: Woodland and Gales have an international reputation as having developed one of the best speech recognition systems in the world. They have consistently won competitive evaluations sponsored by the US Government. They have also developed mathematically sophisticated methods for adapting their speech recognition to various types of channels, speakers, and noise. These methods will be of importance to the RATS effort as we design our state-of-the-art keyword spotting system at BBN to deal effectively with changing noise environments.

Brno University of Technology

Drs. Lukas Burget and Pavel Matejka, Brno University of Technology (BUT): Burget, Matejka, and their team at BUT have built a reputation in recent years as one of the best teams in the world for language ID (LID) and speaker ID (SID). They have entered a number of evaluations sponsored by NIST in LID and SID and placed first in many of the conditions tested. They have also pioneered Joint Factor Analysis as a way to improve performance and render their systems robust to many types of variations. By combining their technologies and the noise reduction methods from JHU and UMD with the novel ideas we have for improving performance in these areas, we believe we have a very good chance of meeting the challenging goals of the RATS program.

Johns Hopkins University

Professor Hynek Hermansky, Johns Hopkins University (JHU): Dr. Hermansky has made unique contributions to the robust processing of speech by inventing the modulation spectrum, based on what is known about the human auditory perceptual mechanism. For many types of noisy speech, the noise occupies a different region of the modulation spectrum than the speech, which makes it possible to concentrate further processing on the regions that are predominantly occupied by the speech.

Northeastern University

Dr. John Makhoul is an adjunct professor of Northeastern University. As such, he collaborates with Northeastern professors to identify graduate students to work via internship under the direction of Dr.

Makhoul, who serves as the advisor. The work is conducted under BBN contracts from DARPA, in this case Robust Automatic Transcription of Speech (RATS), on state of the art speech research and technologies. Areas available include speech recognition, speaker identification, topic detection and tracking, machine translation, information extraction and retrieval, language understanding, and human-machine interaction.

There is a current Collaborative Research Agreement in place between BBN and Northeastern University, to which the proposed effort would be incorporated. This arrangement has been on-going with Northeastern since 1997 and has proved to be a satisfactory and cost-effective augmentation of BBN's technical efforts on other efforts and BBN believe will provide the same under this effort.

Due to the on-going nature of this arrangement learning curves are essentially eliminated and the current experience of the students and their assigned roles requires little supervision. For this research effort the graduate student will assist in the development of effective algorithms and software to improve the state of the art, including collection of appropriate data for system training, and analysis of system performance evaluations..

Although BBN is unable to establish disadvantaged small business and women-owned small business goals of 5% or more for this proposal, BBN will continue to offer maximum opportunities to small business, disadvantaged small business, woman-owned small businesses, HUBZone small businesses, veteran-owned small business and service-disabled veteran-owned small business for all its procurements..

Please feel free to contact John Forcucci, our small business liaison officer at 617-873-8110 should you require additional information.