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Page Line Item Title Document ber D10PC200_ SRI International - RATS 2 of 23 Summary Total Funding: \$1,000,000,00 Fund Budget Org Sub Object Class Proj/Job No. Sub Reporting Category Sub Program Cost Org Sub 2010 6941 WHORP Z99500 WH 255D 1A Cancelled Fund Division Closed FYs **Delivery Date** Line Item CLIN Unit of **Total Cost** Number Description Ref Issue **Unit Price** (Includes Discounts) (Start Date to End Date) Quantity 0001 RESEARCH AND DEVELOPMENT 0001 \$1,000,000.000 \$ 1,000,000.00 1.00 LO SERVICES -(09/09/2010 to 03/08/2014) The contractor shall furnish the necessary personnel, materials, facilities, and nonpersonal services to perform the research and development in accordance with the contractor's technical and management proposal entitled, "SCENIC: Speech Content Extraction from Noisy Information Channels", undated and revised cost proposal dated 17 August 2010 submitted in response to the Defense Advanced Research Project Agency/Information/Innovation Office (DARPA/I2O) Broad Agency Announcement (BAA) 10-34, and reports as identified in Section J. The contractor's revised cost proposal dated 17 August 2010 is hereby redacted and incorporated by reference. The Contract Data Requirements List (CDRLS) are not separately priced. Estimated Cost: \$12,083,268.00 Fixed Fee: \$964,210.00 Cost-Plus-Fixed-Fee (CPFF): \$15,047,478.00 Ref Reg No: SZ100658 Funding Information; 2010 - - WH - 6941 - - 255D - - WHDRP - - - Z99500 - - 1A - -\$1,000,000.00 \$1,000,000.00 **Total Cost:**

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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 proposal entitled "SCENIC: Speech Content Extraction from Noisy Information Channels" dated 26 March 2010 and revised cost proposal entitled, "SCENIC: Speech Content Extraction from Noisy Information Channels" dated 17 August 2010 submitted in response to DARPA/I2O (Information/Innovation) BAA 10-34 and incorporated to this contract by reference.

C.2 DELIVERABLES

The deliverables for this effort are as follows:

Contractor are expected to submit to the Program Manager the following deliverables:

- -All software and supporting documentation developed in the program
- -An integrated system to be evaluated at the site of the Evaluation team.
- -For Phase 2 and Phase 3, a fully functioning, military user-friendly software suite including an intuitive, easy to use graphic user interface.

 systems must be field trainable for new languages, speakers and key words.
 - -A written final report of their activities and accomplishments.

(END OF SECTION C)

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SECTION D -- PACKAGING AND MARKING

D.1 MARKING

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

Contract Number:

D10PC20024

ARPA Order Number:

Z995/00

Proposal Title:

"SCENIC: Speech Content Extraction from Noisy Information Channels"

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)

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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://farsice.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.

(END OF SECTION E)

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

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

Clause	Title	Date
52.242-15 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.

Period of Performance September 09, 2010 through March 08, 2014

(END OF SECTION F)

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 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 1, 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.

G.2 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 3 Post Office Box 12924 Fort Huachuca, Arizona 85670-2924

POC: Lawrence Carter Phone: (520) 533-1213 Fax: (520) 538-3761

E-Mail: Lawrence H Carter(a nbc.gov

Building Location and Zip Code for Overnight Deliveries:

Augur and Adair Streets, Bldg #22208 (2nd Floor)

Zip Code: 85613-6000

G.3 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: (571) 218-4369

E-Mail: Joseph.Olive@darpa.mil

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G.4 CONTRACT ADMINISTRATION DATA

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

SRI International . 333 Ravenswood Avenue Meno Park, CA 94025

POC: Ms. Colleen Ferguson Senior Contracts Administrator Phone: (650)859-4199

Figure (650)859-4199 Fax: (650)859-6171

E-Mail: colleen terguson@sri.com

G.5 GOVERNMENT CONTRACT ADMINISTRATOR

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

POC:

Yvonne Edwards

Phone:

(520) 533-0055

Fax:

(520) 538-3761

E-Mail:

Yvenne M. Edvandsambe.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.6 DEFENSE CONTRACT AUDIT AGENCY (DCAA) OFFICE

The DCAA for this contract is:

Defense Contract Audo Agency (DCAA) Peninsula Branch Office 480 San Antonio Road Suite 150 Mountain View, CA 94040-1218

Phone: (650) 917-5000

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G.7 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_Huachaca_Pay NBCDENVER@NBC.GOV

G.8 CONTRACT PAYMENTS

VOUCHER SUBMISSION FOR COST.

- A. The contractor shall submit an original and one copy of interim invoices, excluding the final invoice, to the Contracting Officer's Representative (COR) and one copy to the Government Contract Administrator identified in Section G. The Contracting Officer's Representative (COR) shall certify the accepted proper invoice and submit to the payment office indentified in Section G within 5 days of receipt.
- B. Final Invoice. The original of the final invoice must be forwarded to the Cognizant DCAA Office will submit the reviewed final invoice to the Government Contract Administrator 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 on at least a monthly basis in accordance with FAR Clause 52.216-7, Allowable Cost and Payment (Dec 2002), not more often than once every two (2) weeks.
- D. For payment of fee, the contractor will invoice for 8% fee incurred, cost amount, not to exceed \$964,210.00 for this contract. In accordance with FAR 52.216-8, Fixed Fee, the 15% fee withhold amount for this contract is \$144,632.00.
- E. All requests for payment shall be submitted in accordance with FAR Clause 52.232-25, Alt 1, Prompt Payment (Feb 2002).

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 SF294 AND SF395 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.

11.2 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.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:

SRI International:

Andreas Stolcke Horacio Franco Martin Graciarena Dimitra Vergyri Lynn Voss Nicola: Scheffer

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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 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 08 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 Financia A conting 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 ancertainties involved in contract performance in research and development efforts. In a no-cost settlement, all costs reimbursable, not previously paid, for the efformance of the contract to the date of the termination are allowable; however, the costs for anticipatory profits or consequential d images resulting from the termination of this contract (or any subcontract) to include: accounting, legal, clerical and othe 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 emedies provided by law under this contract.

H.8 PERMITS, TAXES, LICENSES, ORDINANCES AND REGULATIC 1S

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 pedinances, rules and regulations applicable to the business carried on under this contract, and be responsible for all applicable State Gales and Use Taxes.

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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.
- (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 infinites 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. 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.

D10PC20024

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H.13 SUBCONTRACTING PLAN

SRI International Master Subcontracting Plan, dated 15 May 2009 and Individual Subcontracting Plan dated 25 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.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 report template provided at Attachment 2.

Submission Requirements:

- -- Frequency: Quarterly.
- -Reporting Period: Report on performance during previous quarterly.
- -- Due Date: Submit within lifteen (+5) 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 report template provided at Attachment 2.

Submission Requirements:

- -- Frequency: Quarterly
- -- Reporting Period: Report on performance during previous quarterly.
- -- 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.

e. 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.

d. DISTRIBUTION OF REPORTS

All reports listed above shall be submitted according to Section J. Exhibit I of the contract,

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)

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SECTION 1 -- 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.al.m.l/

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 RecordsNegotiation	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 of Pricing Data Modifications	October 1997
52.215-12	Subcontractor Cost or Prizing Data	October 1997
52,215-13	Subcontractor Cost or Pricing DataModifications	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 DataModifications	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-Subcomracting Plan	January 1999
52.219-28	Post-Award Small Business Program Representation	April 2009
52.222-03	Convict Labor	June 2003
52.222-21	Frehibition of Segregated Facilities	February 1999
52,222-26	Equal Opportunity	March 2007
52.222-35	Foual Opportunity for Special Disabled Veterans, Veterans of the Victnam For, and Other Higible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998

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2.222-37 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 Rigins - Ownership by the Contractor	December 2007
52.228-07	JasuranceLiability 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	plerest	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 1	Disputes (3al 2002) - Alternate I	December 1991
52.233-03 Alt I	Frestest 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 Cests	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
52.244-0.5	Competition in Subcontracting	December 1996
52.244-06	Subcontracts for Commercial Items	April 2010
52,245-01 Alt, II	Coverament Property	June 2007
52.245-09	Use And Charges	June 2007
52.246-23	Latitude Of Cability	February 1997
52.246-25	Limitation of Liabibay- Services	February 1997
52.249-06	Le minanen (Cost-Recubersement)	May 2004
52.249-14	Excusable Delitys	April 1984
52.253-01	Computer Cenerated Forms	January 1991

1.2 52.215-19 NOTHER ATION OF OWNERSHIP CHANGES

OCTOBER 1997

- (a) The Contractor shall make the following poth cations 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--

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- (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 PAR 15.408(k).

1.3 52.222-02 PAYMENT FOR OVERTIME PREMJUMS

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 affoat that are continuous in pature 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 the (4) of the clause.

1.4 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 I) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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(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.

1.5 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 berewith:

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)
252.204-7008	Requirements for contracts involving expert-controlled item (Jul 2008)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist
	Country (Dec 2006)
252,215-7000	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 Cortain Domestic Commodities (Dec 2008)
252.227-7.013	Rights in Technical DataNoncommercial 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)
252.227-7017	Identification and assertion of use, release, or disclosure restrictions (Jun 1995)
252.227-7019	Validation of asserted restrictions - Computer software (June 1995)
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with
	Restrictive Legends (June 1995)
252.227-7)27	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	Lovies on Contract Payments (Dec 2006)
252.235-7011	Final Scientific or Technical Report (Nov 2004)
252.243-7 002	Requests for Equitable Adjustment (Mar 1998)

NOTE: Full text versions may be accessed electromically 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 Asknowledgement 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 Defense Advanced Research Projects Agency (DARPA) under Contract No. D10PC20024.

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(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 & Property Management Division, Southwest Branch.

1.6 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 a warded 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 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)

1.7 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)

L8 1452.215-70 EXAMINATION OF RECORDS BY DOL 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)

1.9 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 semence in subparagraph (c)(2) of the clause to read:

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[&]quot;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."

(End of clause)

1.10 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 finds 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)

L11 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.
- (e) 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-end-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 (breshold 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

⁽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.

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- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcommeter's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contact 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, nanagement 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, peither 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 subcurrenct 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 Contractor.

	-	TO THE OWNER OF THE PROPERTY OF THE PARTY OF	
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- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NONE

(End of clause)

I.12 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 Fatents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240."

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

J.1 ATTACHMENTS

Attachment 1 - Assertion of Data Rights
Attachment 2 - Master Subcontracting Plan
Attachment 3 - Individual Subcontracting Plan
Attachment 4- DD Form 1423-1 Contract Data Requirements List

J.2 EXHIBITS

Exhibit A - Progress, Status and Management Report/Monthly Progress Report, 3 pages.

(END OF SECTION J)

REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

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:

		Name of Person
Basis for	Asserted Rights	Asserting
Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)
֡	Assertion**	Assertion** Category***

FAR/DFARS Commercial Items IP Restrictions (Technical Data and Computer Software)

COMMERCIAL				
Technical Data / Computer Software To be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions	
Decipher® Speech Recognition System	Commercial Computer Software	Commercial Rights (Vendor standard no cost agreement)	SRI International	
SRILM – SRI Language Modeling Toolkit	Commercial Computer Software	Commercial Rights (www.speech.sri.com/projects/sril m/docs/ License)	SRI International	
Algemy	Commercial Computer Software	Commercial Rights (Equivalent of Unlimited Rights, with waiver of warranty and liability)	Bosch & Volkswagen of America	
Matlab	Commercial Computer Software	Commercial Rights (Vendor standard agreement)	Mathworks	

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COMMERCIAL				
Technical Data / Computer Software To be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions	
SVMLight implementation of Support Vector Machines in C	Commercial Computer Software	Commercial Rights (Free for non- commercial use, no redistribution allowed)	Thorsten Joachims, Cornell University	
HTK Hidden Markov Model Tool-kit	Commercial Computer Software	Commercial Rights (htk.eng.cam.ac.uk/docs/ license.shtml)	University of Cambridge	
Speech data	Commercial Data	Commercial Rights (www.ldc.upenn.edu/ Catalog/)	Linguistic Data Consortium	
R Statistics Packs	Commercial Computer Software	Commercial Rights (GNU General Public License)	Free Software Foundation (FSF)	
Octave	Commercial Computer Software	Commercial Rights (GNU General Public License)	Free Software Foundation	
Python	Commercial Computer Software	Commercial Rights (Python 2.4.2 license: www.python.org/download/release s/2.4.2/license/)	Python Software Foundation (PSF)	
Perl	Commercial Computer Software	Commercial Rights (GNU General Public License)	Free Software Foundation	
DynaSpeak® Speech Recognition System	Commercial Computer Software	Commercial Rights	SRI International	
QT User Interface Libraries	Commercial Computer Software	Commercial Rights (http://www.qtsoftware.com/products/licensing)	Nokia, Inc.	
XMLRPC-c	Commercial Computer Software	Commercial Rights (http://xmlrpc- c.sourceforge.net/)	Sourceforge.net	
Apache XML RPC	Commercial Computer Software	Commercial Rights (http://ws.apache.org/xmlrpc/)	Apache open source project	
Microsoft C++ 2008 Redistributable Package	Commercial Computer Software	Commercial Rights	Microsoft	
Java Standard Edition Runtime Environment Version 6 (or later)	Commercial Computer Software	Commercial Rights (http://java.sun.com/javase/downlo ads/index.jsp)	Sun microsystems	
Postgresql	Commercial Computer Software	Commercial Rights	Postgresql	
Postgresql jdbc	Commercial Computer Software	Commercial Rights	Postgresql	

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REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

	CC	OMMERCIAL	
Technical Data / Computer Software To be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
SPHINX	Commercial Computer Software	Commercial Rights	Carnegie Mellon University

*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

8 June 2010

Printed Name and Title

Colleen R. Ferguson, Sr. Contracts Administrator

Signature

on C

Digitally signed by Colleen R. Ferguson Date: 2010.06.08

11:47:03 -07'00'

(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 Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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REPRESENTATIONS AND CERTIFICATIONS OF OFFERORS

K.12 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY
DELIVERED TO THE GOVERNMENT (DFARS 252.227-7028) JUNE 1995

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify-

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

Odlien x figure Colleen R. Ferguson Date: 2010.06.08	8 June 2010
Signature	Date
Colleen R. Ferguson	Sr. Contracts Administrator
Printed Name	Title

SRI PROPRIETARY

SECTION 1

SRI International

VOLUME 1: TECHNICAL PROPOSAL

BAA Number: DARPA-BAA-10-34 "RATS"

Proposal Title: SCENIC: Speech Content Extraction from Noisy

Information Channels

Technical Area 1: "Algorithmic Development and Signal Processing"

Technical Point of Contact: Dr. Andreas Stolcke

Senior Research Engineer

SRI International

333 Ravenswood Avenue Menlo Park, CA 94025; stolcke@speech.sri.com

Ph: (650) 859-2544; Fax: (650) 859-5984

Administrative Point of Contact: Mrs. Colleen Ferguson

Senior Contracts Administrator

SRI International

333 Ravenswood Avenue Menlo Park, CA 94025; colleen.ferguson@sri.com

Ph: (650) 859-4199; Fax: (650) 859-6171

Summary of Costs: Phase 1 (Base): \$ 5,192,620

Phase 2 (Option): \$ 4,125,016 Phase 3 (ROM): \$ 3,729,881 Total: \$ \$13,047,517

Contractor's Reference Number: SRI Proposal ECU 10-006

Type of Business: Large, Other Nonprofit

Date Proposal Prepared: 26 March 2010

Approved by: Kristin Precoda, Director

Speech Technology & Research Laboratory

William S. Mark, Vice President

Information and Computing Sciences Division

This proposal or quotation includes data that shall not be disclosed outside of the government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of—or in connection with—the submission of these data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages.



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