

DARPA-BAA-16-08, FIRM FIXED PRICE (FFP) PROCUREMENT CONTRACT SAMPLE

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED UNDER DPAS (15 CFR 700)			RATING	PAGE OF 1 X	
2. CONTRACT (Proc. Inst. Ident.) NO. HR0011-XX-C-00XX		3. EFFECTIVE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY DARPA CMO ATTN 675 N. RANDOLPH ARLINGTON VA 22203-		CODE HR001	6. ADMINISTERED BY (If other than Item 5)			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITE Section G	
				CODE		FACILITY CODE	
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C.	15D.	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$XXX,XXX	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTIO	PAGE(S)	(X)	SEC.	DESCRIPTIO	PAGE(S)
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X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23 - 53
X	B	SUPPLIES OR SERVICES AND PRICES/	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/ SPECS./ WORK	3 - 5		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR	8 - 9		L	INSTRS., CONDS., AND NOTICES TO	
X	G	CONTRACT ADMINISTRATION DATA	10 - 13		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT	14 - 22				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign document and return copies to issuing Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid 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 terms 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 bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				19C. DATE		20B. UNITED STATES OF	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		20C. DATE	

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Section B - Supplies or Services and Prices

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase 1, Milestone 1 FFP FOB: Destination	1		\$XXX,XXX.00	\$XXX,XXX.00
				NET AMT	\$XXX,XXX.00

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Phase 1, Milestone 2 FFP FOB: Destination	1		\$XXX,XXX.00	\$XXX,XXX.00
				NET AMT	\$XXX,XXX.00

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Phase 1, Milestone 3 FFP FOB: Destination	1		\$XXX,XXX.00	\$XXX,XXX.00
				NET AMT	\$XXX,XXX.00

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Phase 2/Option 1, Milestone 4 FFP FOB: Destination	1		\$XXX,XXX.00	\$XXX,XXX.00
				NET AMT	\$XXX,XXX.00

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Phase 2/Option 1, Milestone 5 FFP FOB: Destination	1		\$XXX,XXX.	\$XXX,XXX.
				NET AMT	\$XXX,XXX.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Phase 2/Option 1, Milestone 6 FFP FOB: Destination	1		\$XXX,XXX.	\$XXX,XXX.
				NET AMT	\$XXX,XXX.

Section C - Descriptions and Specifications

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C-1 Scope of Work

- (a) The Contractor shall furnish the necessary personnel, materials, facilities and other services as may be required to perform Contract Line Item Numbers (CLINs) 0001 through CLIN 0003 and Option CLINs 0004 through 0006, to the extent exercised, in accordance with the Statement of Work, Attachment 1, and the Milestone Plan, Attachment 2, hereto.
(end of clause)

C-2 Reports and Other Deliverables

- (a) The Contractor shall submit the following reports and other deliverables in accordance with the delivery schedule set forth in Section F. Reports and other deliverables shall include an acknowledgment of the Government's support and a disclaimer in accordance with DFARS 252.235-7010 and shall be submitted in writing, as defined in FAR 2.101, or as specified below:

(1) R&D STATUS REPORT

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

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

Note 1: In accordance with DFARS 252.227-7013(e)(iii), the Contractor shall notify the Government, via the Status Report, of any data deliverables which will be furnished to the Government with less than Unlimited Rights that are in addition to those stipulated at H-9 of the Contract.

(2) FINAL REPORT

This report shall document the results of the complete effort and should be delivered at the completion of the contract. If the Government chooses to exercise the options under this contract, the due date for the final report is extended accordingly.

The Final Technical Report summary shall include:

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

(3) ALL REPORTS

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

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

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

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

- Sponsored by:
 - Defense Advanced Research Projects Agency
 - Biological Technologies Office (BTO)
- Program:
 - Issued by DARPA/CMO under Contract No. HR0011-XX-C-00XX

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

“The views expressed are those of the author and do not reflect the official policy or position of the Department of Defense or the U.S. Government.”

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

(e) Distribution Statement B applies:

"Distribution authorized to U.S. Government agencies only due to the inclusion of proprietary information and to prevent Premature Dissemination of potentially critical technological Information.

Other requests for this document shall be referred to DARPA Public Release Center (PRC) via email at PRC@darpa.mil.

Note 2: As dictated by DFARs Part 27, legends or notices on restricted technical or computer software need to be accurate, conspicuous, and legible. The legend must be placed on the transmittal document or storage container and on each page of the printed material. Additionally, the delivered restricted data must be highlighted, underscored, or identified with marks that separate them from the technical data or software that is being delivered to the Government without restrictive rights.

(4) ADDITIONAL MISCELLANEOUS DATA DELIVERABLES

The Contractor shall also deliver those items listed in the Contract Attachment (1) - Statement of Work, as applicable. The Contractor shall adhere to the schedule, as applicable, in the Statement of Work. Briefing materials (hard and softcopy) for all briefings given to the Government shall be provided in the Contractor's format.

(end of clause)

Section D - Packaging and Marking

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D-1 Packaging and Marking

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

Section E - Inspection and Acceptance

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1. Supplies/services will be inspected/accepted at destination by the Contracting Officer's Representative (COR) identified in Section G herein;
2. Use of the DD250 is required for submission of the Milestone Acceptance Reports;
3. Milestone Acceptance Report:
 - a. The performer shall document the accomplishment of each payable Milestone by submitting or otherwise providing a payable Milestone Acceptance Report to the COR. Information provided in this report shall be sufficient for the COR to reasonably verify the accomplishment of the Milestone. This document shall not exceed six (6) pages per Milestone.
 - b. The COR shall notify the performer of Milestone Report acceptance via email, with a copy to the Procuring Contracting Officer, instructing the performer to submit the associated invoice into WAWF (see invoice instructions located in Section G, DFARS Clause 252.232-7006).
 - c. Upon receipt of the invoice in WAWF, the Procuring Contracting Officer shall promptly accept the invoice for payment.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

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F-1 Term of Contract

(a) The term of the contract (CLINs 0001 through 0003) commences on the effective date of the contract and continues through (X) months thereafter. Specific Milestone due dates are stipulated in the Milestone Plan, Attachment 2.

(b) The period of performance for Option CLINs 0004 through 0006 shall be from the effective date of the option exercise to and including X months thereafter. Specific Milestone due dates are stipulated in the Milestone Plan, Attachment 2. (end of clause)
(end of clause)

F-2 Reports and Other Deliverables

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

<u>Item No.</u>	<u>Description</u>	<u>Due Date (on or before)</u>
000X through 000Y	Milestone Acceptance Reports	
000X through 000Y	Interim Reports	
000X and 000Y	Final Report	
000X through 000Y	Additional Data Deliverables	

(end of clause)

F-3 Report Distribution

(a) DARPA/BTO (Program Manager)

Attn:
675 N Randolph St
Arlington, VA 22203
Email:
(one copy each report)

(b) DARPA/BTO ADPM

Attn:
675 N Randolph St
Arlington, VA 22203
Email:
(one copy each report)

(c) DARPA/Research Services

675 N Randolph St
Arlington, VA 22203

Email: ResearchServices@darpa.mil
(one copy of the Final Technical Report)

(d) Defense Technical Information Center

- (1) Email: TR@dtic.mil
(one electronic copy of the Final Technical Report, if unclassified)

OR

- (2) Attn: DTIC-BCS
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-0944
(two hard copies of the Final Technical Report if unclassified)

(e) DARPA/CMO

Attn:
675 N Randolph St
Arlington, VA 22203
Email:
(one copy each report)

(f) Contracting Officer Representative (COR)

Attn:
Email:
(one copy each report/deliverable)

Note 1: For the Final Program Technical Report, the Contractor must also comply with the distribution requirements of DFARS 252.235-7011, as applicable.

Note 2: (a), (b), (e) and (f) - All reports shall be submitted using one of the below listed submission mechanisms:

- (i) E-mail as an encrypted attachment using Encryption Wizard (EW). Encryption Wizard (EW) is a simple, strong, Java file and folder encryptor for protection of sensitive information (FOUO, Privacy Act, CUI, etc.). EW encrypts all file types for data-at-rest and data-in-transit protection. Without installation or elevated privileges, EW runs on Windows, Mac, Linux, Solaris, and other computers with Sun Java. Behind its simple drag-n-drop interface, EW offers 128-bit AES encryption, SHA-256 hashing, searchable metadata, archives, compression, secure deleting, and PKI/CAC/PIV support. EW is GOTS - Government invented, owned, and supported software. EW comes in two, fully-compatible and interoperable editions, EW-Public and EW-Govt. Anyone can download and use EW-Public. Designed for US Federal Government (and contractor) computers, EW-Govt is accredited by the Army and Air Force for NIPRNet and SIPRNet. EW is free to users. For large Govt groups, SPI offers typically free customization and cost-reimbursed R&D. For more detail, go to <http://www.spi.dod.mil/ewizard.htm> for data sheets and access to the tool for download.
- (ii) E-mail as a password protected PDF attachment (password sent via a separate email).
- (iii) E-mail with no encryption or password protection if deemed appropriate.
- (iv) Regular mail on CD.

Unless approved in writing by the Contracting Officer, no other data deliverable submission mechanisms shall be used by the contractor, to include use of company-specific secure sites, encryption tools, FTP sites, etc.
(end of clause)

F-4 Notice Regarding Late Delivery

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

Section G - Contract Administration Data

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252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1 combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>XXXXX</u>
Issue By DoDAAC	<u>HR0011</u>
Admin DoDAAC	<u>XXXXX</u>
Inspect By DoDAAC	<u>XXXXX</u>
Ship To Code	<u>Not Applicable</u>
Ship From Code	<u>Not Applicable</u>
Mark For Code	<u>Not Applicable</u>
Service Approver (DoDAAC)	<u>XXXXX</u>
Service Acceptor (DoDAAC)	<u>XXXXX</u>
Accept at Other DoDAAC	<u>Not Applicable</u>
LPO DoDAAC	<u>Not Applicable</u>
DCAA Auditor DoDAAC	<u>Not Applicable</u>
Other DoDAAC(s)	<u>Not Applicable</u>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Name	Email	Phone	Role
	XXXXXXXX@mail.mil		COR

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-1 Procuring Office Representative

(a) The Procuring Office Representative is _____, 675 North Randolph Street, Arlington, VA 22203, telephone: _____, e-mail: _____

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

G-2 Delegation of Authority for Contract Administration

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

G-3 Contracting Officer's Representative (COR)

(a) Performance of work under this contract shall be subject to the technical direction of

Email:
Phone:

Such technical direction includes those instructions to the Contractor necessary to accomplish the Statement of Work. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or to change the specifications of the contract.

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

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

(end of clause)

G-4 252.204-0004 Line Item Specific: by Fiscal Year (SEP 2009)

(a) The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.
(end of clause)

Section H - Special Contract Requirements

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H-1 Type of Contract

(a) This is a Firm-Fixed-Price (FFP) contract.

(end of clause)

H-2 Public Release or Dissemination of Information

(1) At this time, DARPA expects the work performed under this contract will NOT be fundamental research, and it is, therefore, subject to the following publication restrictions:

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval, which will be communicated to the Contractor by email through the DARPA Public Release Center (PRC) at PRC@darpa.mil. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor. These restrictions must be flowed down to all subcontractors. Any publications shall incorporate an Acknowledgement of Support and Disclaimer in accordance with DFARs 252.235-7010.

(2) When submitting material for written approval for open publication as described in subparagraph (a) above, the Contractor must submit a request for public release request to the PRC and include the following information: 1) Document Information: document title, document author, short plain-language description of technology discussed in the material (approx 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper); 2) Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for DARPA's approval; 3) DARPA Sponsor: DARPA Program Manager, DARPA office, and contract number; and 4) Contractor's Information: POC name, e-mail and phone. Allow four weeks for processing; due dates under four weeks require a justification. Unusual electronic file formats may require additional processing time. Requests can be sent either via e-mail to PRC@darpa.mil or via hard copy to 675 North Randolph Street, Arlington VA 22203-2114, telephone (571) 218-4235. Refer to http://www.darpa.mil/NewsEvents/Public_Release_Center/Public_Release_Center.aspx for information about DARPA's public release process.

(end of clause)

H-3 Key Personnel

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

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

(end of clause)

H-4 Restrictions on Printing

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

H-5 Contractor Representations and Certifications

(a) The Contractor's Representations and Certifications dated Day/Month/Year are incorporated herein by reference. Additionally, the Contractor's SAM Certification with validity of Day/Month/Year through (DUNS 012345678), is hereby made a part of this contract by reference.
(end of clause)

H-6 Insurance Schedule

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

H-7 Travel

(a) University Performers: Reimbursement for travel-related expenses shall be as stipulated in 2 CFR 220 as prescribed by FAR Part 31.3.

(b) Non-Profit Performers: Reimbursement for travel-related expenses shall be as stipulated in 2 CFR 230 as prescribed by FAR Part 31.7

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

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

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

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

(f) All foreign travel shall be authorized and approved in advance, in writing, by the Contracting Officer. Request for such travel must be submitted to the Contracting Officer at least **forty-five (45)** days in advance of traveler's anticipated departure date, and shall include traveler's itinerary of United States Flag Air Carriers.
(end of clause)

H-8 Metric System

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

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

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

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

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

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

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

H-9 Proprietary Technical Data and Computer Software

(a) Any deliverable technical data or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors shall be delivered in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment: **None identified at contract award.**
(end of clause)

H-10 Invention Disclosure Reports (DFARS 252.227-7039)

All written communications required by this clause shall be submitted to the Administrative Contracting Officer (ACO). All required reporting (invention disclosures, patent disclosures, etc.) shall be accomplished using the i-Edison.gov reporting website (<https://s-edison.info.nih.gov/iEdison/>).
(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984

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52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
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	SEP 2013
252.203-7997	Prohibition on Contracting with Entities that Reuquire Certain Internal Confidentiality Agreements (Deviation)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAR 2014
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
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	MAR 2014
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **three (3) months**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **14 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **nine (9) months**.
(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

- (3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

- (c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ - assigned to contract number _____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Defense Advanced Research Projects Agency (DARPA) under Contract No. HR0011-XX-C-00XX.

(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).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
ATTACHMENT 1	Statement of Work		
ATTACHMENT 2	Milestone Plan		
ATTACHMENT 3	COR Delegation Memo		