



NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE
FORT GEORGE G. MEADE, MARYLAND 20755-6000

FOIA Case: 62332B
18 December 2012

Jared Kaprove, Esquire
Electronic Privacy Information Center
1718 Connecticut Avenue, N.W., Suite 200
Washington, DC 20009

Dear Mr. Kaprove:

This is the final response to your Freedom of Information Act (FOIA) request of 15 July 2010 for contracts and communications with Raytheon Company regarding the Perfect Citizen program, as well as all analyses, legal memoranda, and related records regarding the Perfect Citizen program. The second portion of your request was later clarified to be for the analyses or legal memoranda of the program itself, and not analyses or legal memoranda relating to the contracting for the program. A copy of your request is enclosed. Your request has been processed under the FOIA, and some of the documents you requested are enclosed. Certain information, however, has been deleted from the enclosures, and 98 pages have been withheld in their entirety.

Some of the information deleted from the documents was found to be currently and properly classified in accordance with Executive Order 13526. This information meets the criteria for classification as set forth in Subparagraph (c) of Section 1.4 and remains classified TOP SECRET as provided in Section 1.2 of the Executive Order. The information is classified because its disclosure could reasonably be expected to cause exceptionally grave damage to the national security. Because the information is currently and properly classified, it is exempt from disclosure pursuant to the first exemption of the FOIA (5 U.S.C. Section 552(b)(1)).

In addition, this Agency is authorized by various statutes to protect certain information concerning its activities. We have determined that such information exists in these documents. Accordingly, those portions are exempt from disclosure pursuant to the third exemption of the FOIA which provides for the withholding of information specifically protected from disclosure by statute. The specific statute applicable in this case is Section 6, Public Law 86-36 (50 U.S. Code 402 note).

Personal information regarding individuals has been deleted from the enclosures in accordance with 5 U.S.C. 552 (b)(6). This exemption protects from disclosure information that would constitute a clearly unwarranted invasion of

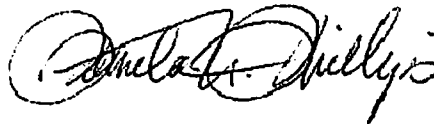
personal privacy. In balancing the public interest for the information you request against the privacy interests involved, we have determined that the privacy interests sufficiently satisfy the requirements for the application of the (b)(6) exemption.

In addition, commercial and financial information that is privileged or otherwise confidential has been deleted from the enclosures pursuant to the fourth exemption of the FOIA.

Lastly, some of the information has been deleted from the enclosures pursuant to the fifth exemption of the FOIA. This exemption applies to inter-agency or intra-agency memoranda or letters which would not be available by law to a party in litigation with the agency, protecting information that is normally privileged in the civil discovery context, such as attorney-client privileged communications and information that is part of a predecisional deliberative process.

The Initial Denial Authority for NSA information is the Deputy Associate Director for Policy and Records, D. M. Janosek. Since some documents were withheld in their entirety and information was withheld from the enclosures, you may construe this as a partial denial of your request. You are hereby advised of this Agency's appeal procedures. Any person denied access to information may file an appeal to the NSA/CSS Freedom of Information Act Appeal Authority. The appeal must be postmarked no later than 60 calendar days from the date of the initial denial letter. The appeal shall be in writing addressed to the NSA/CSS FOIA Appeal Authority (DJ4), National Security Agency, 9800 Savage Road STE 6248, Fort George G. Meade, MD 20755-6248. The appeal shall reference the initial denial of access and shall contain, in sufficient detail and particularity, the grounds upon which the requester believes release of the information is required. The NSA/CSS Appeal Authority will endeavor to respond to the appeal within 20 working days after receipt, absent any unusual circumstances.

Sincerely,



PAMELA N. PHILLIPS
Chief
FOIA/PA Office

Encls:
a/s

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Statement of Work for (U) PERFECTCITIZEN

08 September 2009

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Derived from NSA/CSSM 1-52
Dated: 20070108

Approved for Release by
NSA on 12-18-2012, FOIA
Case # 62332

Declassify On: 20320108

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1.0 (U) BACKGROUND

1.1 (U//FOUO) Sensitive Control Systems (SCS) perform data collection and control of large-scale distributed utilities or provide automation of infrastructure processes. From an information assurance perspective, the protection of SCS is essential to mission operations and has become a significant point of interest in support of the Department of Defense (DOD) and the Intelligence Community (IC). The prevention of a loss due to a cyber or physical attack, or recovery of operational capability after such an event, is crucial to the continuity of the DOD, the IC, and the operation of SIGINT systems. Understanding the technologies utilized in the infrastructure nodes to interoperate on the commercial backbone enables the Government to protect the systems.

[Redacted]

[Redacted]

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1.3 (S) [Redacted] Recently, the Control Systems Division (CSD) of the Information Assurance Directorate / Vulnerability Analysis [Redacted]

[Redacted]

2.0 (U) SCOPE

2.1 (S) [Redacted]

[Redacted] Government needs fall into two categories, sustained Contractor technical support and experts whose specialized task-based expertise will be required on an intermittent basis. Sustained contractor technical support personnel are differentiated from the expert contractor personnel by the nature of their taskings; it is anticipated that experts will only be required in limited instances to address specific requirements within a tasking. Sustained personnel will tend to be involved in the broader scope of the tasking.

3.0 (U) APPLICABLE DOCUMENTS

(U) Applicable guidelines are available on-line after Contractor's are assigned after contract award.

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4.0 (U) REQUIREMENTS

4.1 (U) Technical Requirements

4.1.1 (U//~~FOUO~~) Develop and document a thorough understanding of a specific SCS concentrating on the interfaces and communication between significant components. All documentation and intermediary work products (e.g., IDAPro work files including comments, data captures of communications, etc.) shall be delivered in electronic format.

4.1.2 (U//~~FOUO~~) Investigate and document the results of vulnerability exploration and research against specific SCS and devices.

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4.1.3 (~~S~~- [redacted]) Develop CND best practices/capabilities that defend against vulnerabilities identified in a SCS. Tools must include the appropriate documentation for the specific tools (e.g., Concept of Operations, Software Requirements Specifics, High Level Design, Low Level Design, drawings, commented source code, integrated help, etc.) in accordance with CSD's software engineering documentation guidelines.

4.1.4 (~~S~~- [redacted])
[redacted]
Developed capabilities shall include the appropriate documentation for the specific tools (e.g., Concept of Operations, Software Requirements Specifics, High Level Design, Low Level Design, drawings, commented source code, integrated help, etc.) in accordance with office/division guidelines.

4.1.5 (~~S~~- [redacted]) All capabilities shall be tested and documented as required in accordance with the Control System's Division (CSD) Test Documentation Guidelines. Documentation shall include the Tools Submission Sheets, Testing, and Users documentation necessary to submit tools and techniques [redacted] - specific format to be provided where required.

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4.2 (U) General Requirements

4.2.1 (U) Program Reviews

(U//~~FOUO~~) The Contractor shall conduct Program Reviews (PRs) with the Government throughout the contract from which the Government can evaluate performance and help resolve program issues. At the discretion of the Government, the reviews shall be conducted at the Contractor's facility and/or at the Government's facility The PRs shall encompass all aspects of the program status (i.e., cost, schedule, data deliverables, technical performance, and progress), and address concerns and significant upcoming events. Government attendance at PRs will be determined by the COR. The Contractor shall plan for the first PR to occur 60 days ADAD and quarterly thereafter. Prior to the PR,

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the Contractor shall provide an agenda and include any associated supporting technical information. The Contractor shall keep minutes of each review and shall submit a report IAW Contract Data Requirements List (CDRL).

(U//~~FOUO~~) The Contractor shall prepare and submit contract status and cost reports IAW CDRLs that document accomplishments, issues, action items and expenditures for all charges to the contract. In addition, the Contractor shall maintain current and submit weekly time sheets for all personnel working under this contract/SOW.

(U//~~FOUO~~) The contractor shall provide weekly reports either verbally or via email to the Government COR on the research and development progress with the tasks under this SOW.

4.2.2. (U) Program Management Plan

(U//~~FOUO~~) The Program Management Plan (PMP) shall describe the systems to provide overall coordination of activities under PERFECTCITIZEN. The plan shall describe the contractor's organization, approach and systems for accomplishing required activities. This shall include but not be limited to: quality control, risk management, teaming, subcontracting arrangements, security procedures, and project management.

(U//~~FOUO~~) The Contractor shall identify the specific management planning/control procedures that will be employed on the contract, to include methods the contractor will employ to provide government insight, data accessibility and/or deliverables. An organizational chart shall be provided which depicts the management structure that will assure continued commitment to the program's success. This structure shall support the narrative description of contractor controls applicable to any task, activity or project to manage cost, schedule and technical performance.

5.0 (U) CATEGORIES OF LABOR AND DESCRIPTIONS

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5.1 (U) Production Software Engineering

(S) [redacted] Production software engineers shall be responsible for

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systems based on defined requirements and operational constraints.

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5.1.1 (U) Junior Production Software Engineer

(U//~~FOUO~~) Description: A junior production software engineer's primary role is software programmer and shall be able to develop production quality software based on pre-defined software requirements and designs.

(U//~~FOUO~~) Requirements: A junior production software engineer shall meet the following requirements:

- (U//~~FOUO~~) Six years of software engineering experience or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering,

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Physics or similar technical major and two years of software engineering experience.

- (U//~~FOUO~~) Demonstrated experience coding in C, assembly or similar languages on Linux, Unix and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.

5.1.2 (U) Mid-level Production Software Engineer

(U//~~FOUO~~) Description: A mid-level production software engineer's primary role is to lead technical design of software components as well as lead integration testing of software components.

(U//~~FOUO~~) Requirements: A mid-level production software engineer shall meet the following requirements:

- (U//~~FOUO~~) Nine years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years software engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major and two years software engineering experience.
- (U//~~FOUO~~) At least three years experience coding in C, assembly or similar languages on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to design and develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.

- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.

5.1.3 (U) Senior Production Software Engineer

(U//~~FOUO~~) Description: A senior production software engineer's primary role is to lead technical design of software systems as well as lead integration testing of software systems. The senior production software engineer shall assist the systems engineer in eliciting software requirements from system stakeholders. Additionally, the senior production software engineer shall assist the technical project manager and systems engineer with setting development standards and process.

(U//~~FOUO~~) Requirements: A senior production software engineer shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years software engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years software engineering experience.
- (U//~~FOUO~~) At least three years experience as a software architect or lead developer designing and implementing systems.
- (U//~~FOUO~~) At least six years experience coding in C, assembly or similar languages on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to elicit user and system requirements and document requirements in a Concept of Operations (ConOps) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop system integration tests and document test strategy in a formal Test Plan document.
- (U//~~FOUO~~) Demonstrated ability to design and develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.

- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUQ~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.

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5.1.4 (U) Expert Production Software Engineer

(U//~~FOUO~~) Description: A senior production software engineer's primary role is to lead technical design of software systems [redacted] as well as lead integration testing of developed software systems. The expert production software engineer shall assist the systems engineer in eliciting software requirements from system stakeholders. Additionally, the expert production software engineer shall assist the technical project manager and systems engineer with setting development standards and process.

(U//~~FOUO~~) Requirements: A expert production software engineer shall meet the following requirements:

- (U//~~FOUQ~~) Twenty years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus fifteen years software engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus twelve years software engineering experience.
- (U//~~FOUO~~) At least three years experience as a software architect or lead developer designing and implementing systems.
- (U//~~FOUO~~) At least ten years experience coding in C, assembly or similar languages on Linux, UNIX and/or Windows.
- (S- [redacted] At least two years experience developing production quality [redacted] OR at least one year developing production quality [redacted] [redacted])
- (U//~~FOUQ~~) Direct experience with one or more of the control systems or SCADA systems currently under analysis by the Control Network Broadcasting Division (CNBD).
- (U//~~FOUQ~~) Demonstrated ability to elicit user and system requirements and document requirements in a Concept of Operations (ConOps) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop system integration tests and document test strategy in a formal Test Plan document.

- (U//~~FOUO~~) Demonstrated ability to design and develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.

5.2 (U) Production Embedded Engineering

(U//~~FOUO~~) Production embedded engineers shall be responsible for some set of aspects pertaining to the development of an embedded product. The particular set of aspects is determined by experience level, individual background, and current production need.

5.2.1 (U) Mid-level Production Embedded Engineer

(U//~~FOUO~~) Description: A mid-level production embedded engineer shall implement designs and requirements in the development of production products or in a feasibility study to research new products.

(U//~~FOUO~~) Requirements: A mid-level production embedded engineer shall meet the following requirements:

- (U//~~FOUO~~) Nine years of embedded engineering experience or a Bachelor of Science in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major and five years of embedded engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major and two years of embedded engineering experience.
- (U//~~FOUO~~) Familiarity with the characteristics of embedded system development.
- (U//~~FOUO~~) Familiarity with at least one hardware design language or familiarity with writing applications for embedded systems.

5.2.2 (U) Senior Production Embedded Engineer

~~(U//FOUO)~~ Description: A senior production embedded engineer shall lead the implementation of designs and the translation of customer needs into design requirements. These actions will be done in development support of production products, or in feasibility studies to research new products.

~~(U//FOUO)~~ Requirements: A senior production embedded engineer shall meet the following requirements:

- ~~(U//FOUO)~~ Fourteen years of embedded engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years embedded engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years embedded engineering experience.
- ~~(U//FOUO)~~ At least six years experience in an embedded product development position
- ~~(U//FOUO)~~ Experience in one or more of the following areas: application of in-circuit emulation, Background Debug Mode (BDM) or Joint Test Action Group (JTAG) (IEEE 1149.1) interfaces, Field Programmable Gate Array (FPGA) development, testing of embedded systems
- ~~(U//FOUO)~~ Experience with embedded Real-Time Operating System (RTOS) application development environments

5.2.3 (U) Expert Production Embedded Engineer

~~(U//FOUO)~~ Description: A expert production embedded engineer shall possess the capabilities of the senior production embedded engineer and shall possess applicable Control System skills so that engineering expertise can be immediately applied to specific problems with little or no "spin-up". This category is a consulting role across multiple efforts, and would be used for short term assignments where the immediate application of specific skills or knowledge would be necessary to meet schedule demands, or to address an intelligence gap that cannot otherwise be resolved.

~~(U//FOUO)~~ Requirements: A expert production embedded engineer shall meet the following requirements:

- ~~(U//FOUO)~~ Twenty years of embedded engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus fifteen years embedded engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus twelve years embedded engineering experience.
- ~~(U//FOUO)~~ Experience in the following areas: application of in-circuit emulation, Background Debug Mode (BDM) or Joint Test Action Group (JTAG) (IEEE 1149.1) interfaces, Field Programmable Gate Array (FPGA) development, testing of embedded systems

- (U//~~FOUO~~) Direct and applicable experience with one or more of the control systems or SCADA systems currently under analysis.

5.3 (U) Production Hardware Engineering

(U//~~FOUO~~) Production hardware engineers primary responsibility is to support capability developments and facilitate research efforts.

5.3.1 (U) Mid-level Production Hardware Engineer

(U//~~FOUO~~) Description: A mid-level production hardware engineer shall contribute in creating test and development environments and production capabilities, as well as provide engineering perspective in writing and reviewing technical documents.

(U//~~FOUO~~) Requirements: A mid-level production hardware engineer shall meet the following requirements:

- (U//~~FOUO~~) Nine years of production hardware engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years production hardware engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus two years production hardware engineering experience.
- (U//~~FOUO~~) Ability to effectively use typical laboratory equipment including oscilloscopes, Volt Ohm Meters (VOMs), logic analyzers, and protocol analyzers.
- (U//~~FOUO~~) Ability to interconnect various and disparate computer equipment and communications circuit equipment
- (U//~~FOUO~~) Ability to perform rudimentary fabrication skills including cable construction, component assembly, and circuit construction.

5.3.2 (U) Senior Production Hardware Engineer

(U//~~FOUO~~) Description: A senior production hardware engineer is expected to lead the design and implementation of hardware oriented tasks as. The senior production engineer will translate customer needs into design requirements.

(U//~~FOUO~~) Requirements: A senior production hardware engineer shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of hardware engineering experience; or a Bachelor of Science degree in Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years hardware engineering experience; or a Masters degree in Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years hardware engineering experience.
- (U//~~FOUO~~) Ability to effectively use typical laboratory equipment including oscilloscopes, Volt Ohm Meters (VOMs), logic analyzers, and protocol analyzers.

- (U//~~FOUO~~) Ability to interconnect various and disparate computer equipment and communications circuit equipment
- (U//~~FOUO~~) Ability to perform rudimentary fabrication skills including cable construction, component assembly, and circuit construction.
- (U//~~FOUO~~) Demonstrated experience in a hardware design, specification, testing, evaluation, or integration.
- (U//~~FOUO~~) Experience in digital or analog circuit design or electrical power generation or electric power distribution.
- (U//~~FOUO~~) Experience in the following areas: electronic chassis design, circuit board fabrication or test, design of FPGA based products or HDL, EMI testing or mitigation, communications circuits or telephony, computer or computer system design.

5.3.3 (U) Expert Production Hardware Engineer

(U//~~FOUO~~) Description: A expert production hardware engineer shall possess the capabilities of the senior production hardware engineer and shall possess Control System or SCADA knowledge and experience so that engineering expertise can be immediately applied to specific problems with little or no "spin-up". This category is a consulting role across multiple efforts, and would be used for short term assignments where the immediate application of specific skills or knowledge would be necessary to meet schedule demands, or to address an intelligence gap that cannot otherwise be resolved.

(U//~~FOUO~~) Requirements: A expert production hardware engineer shall meet the following requirements:

- (U//~~FOUO~~) Twenty years of hardware engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus fifteen years hardware engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus twelve years hardware engineering experience.
- (U//~~FOUO~~) Ability to effectively use typical laboratory equipment including oscilloscopes, Volt Ohm Meters (VOMs), logic analyzers, and protocol analyzers.
- (U//~~FOUO~~) Ability to interconnect various and disparate computer equipment and communications circuit equipment
- (U//~~FOUO~~) Ability to perform rudimentary fabrication skills including cable construction, component assembly, and circuit construction.
- (U//~~FOUO~~) Demonstrated experience in hardware design, specification, testing, evaluation, and integration.
- (U//~~FOUO~~) Experience in digital or analog circuit design or electrical power generation or electric power distribution.

- (U//~~FOUO~~) Experience in the following areas: electronic chassis design, circuit board fabrication or test, design of FPGA based products or HDL, EMI testing or mitigation, communications circuits or telephony, computer or computer system design.
- (U//~~FOUO~~) Direct experience with one or more IC organizations support CNO capability development.
- (U//~~FOUO~~) Direct and applicable experience with one or more of the control systems or SCADA systems currently under analysis.

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5.4 (U//~~FOUO~~) Specialized Software Engineering

(S- [redacted]) Specialized software engineers shall possess three primary capabilities: a) identify software vulnerabilities; b) [redacted]

5.4.1 (U//~~FOUO~~) Junior Specialized Software Engineer

(S- [redacted]) Description: A junior specialized software engineer's primary role shall be to assist with identifying software vulnerabilities, [redacted]

(U//~~FOUO~~) Requirements: A junior specialized software engineer shall meet the following requirements:

- (U//~~FOUO~~) Six years of software engineering experience or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major and two years of software experience.
- (U//~~FOUO~~) Demonstrated experience coding in C, assembly or similar languages on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.

- (U//~~FOUO~~) Demonstrated knowledge in software compilers, operating system architecture, and/or device drivers.
- ~~(S)~~ [redacted]
- ~~(S)~~ [redacted]
- ~~(S)~~ [redacted] Demonstrated ability to develop methods to defend against identified vulnerabilities.

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5.4.2 (U//~~FOUO~~) Mid-level Specialized Software Engineer

~~(S)~~ [redacted] **Description:** A mid-level specialized software engineer's shall lead technical design of software components as well as lead integration testing of software components. [redacted]

(U//~~FOUO~~) Requirements: A mid-level specialized software engineer shall meet the following requirements:

- ~~(S)~~ [redacted] Nine years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years software engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major with an emphasis [redacted] and two years of software engineering experience.
- (U//~~FOUO~~) At least three years experience coding in C and assembly on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to develop modular software components based on defined software designs.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.

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- (U//~~FOUO~~) Demonstrated knowledge in software compilers, operating system architecture, and/or device drivers.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.

- (S- [redacted]) [redacted]

- (S- [redacted]) [redacted]

- (S- [redacted]) Demonstrated ability to develop methods to defend against identified vulnerabilities.

- (S- [redacted]) [redacted]

5.4.3 (U//~~FOUO~~) Senior Specialized Software Engineer

(S- [redacted]) **Description:** A senior specialized software engineer shall lead technical design of software systems as well as lead integration testing of software systems. The senior specialized software engineer shall assist the systems engineer in eliciting software requirements from system stakeholders. Additionally, the senior specialized software engineer shall assist the technical project manager and systems engineer with setting development standards and process. [redacted]

(U//~~FOUO~~) **Requirements:** A senior specialized software engineer shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years software engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years software engineering experience.
- (U//~~FOUO~~) At least six years experience coding in C and assembly on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) Demonstrated ability to elicit user and system requirements and document requirements in a Concept of Operations (ConOps) document.
- (U//~~FOUO~~) Demonstrated ability to design modular software systems for maximum reuse and maintainability.

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- (U//~~FOUO~~) Demonstrated ability to document system designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop system integration tests and document test strategy in a formal Test Plan document.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.
- (U//~~FOUO~~) Demonstrated knowledge in software compilers, operating system architecture, and/or device drivers.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.
- (S) [Redacted]
- (S) [Redacted]
- (S) [Redacted] Demonstrated ability to develop methods to defend against identified vulnerabilities.
- (S) [Redacted]

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5.4.4 (U//~~FOUO~~) Expert Specialized Software Engineer

(S) [Redacted] Description: An expert specialized software engineer shall be [Redacted]

(U//~~FOUO~~) Requirements: An expert specialized software engineer shall meet the following requirements:

- (U//~~FOUO~~) Twenty years of software engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus fifteen years software engineering experience; or a Masters degree in Computer Science, Electrical

Engineering, Computer Engineering, Physics or similar technical major plus twelve years software engineering experience.

- (U//~~FOUO~~) At least eight years experience coding in C and assembly on Linux, UNIX and/or Windows.
- (U//~~FOUO~~) At least two years experience coding in C, assembly or similar languages in an embedded environment.
- ~~(S)~~ [Redacted]
- (U//~~FOUO~~) Demonstrated ability to elicit user and system requirements and document requirements in a Concept of Operations (ConOps) document.
- (U//~~FOUO~~) Demonstrated ability to design modular software systems for maximum reuse and maintainability.
- (U//~~FOUO~~) Demonstrated ability to document system designs within a High Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop system integration tests and document test strategy in a formal Test Plan document.
- (U//~~FOUO~~) Demonstrated ability to use a software integrated development environment (IDE) such as Visual Studio, Eclipse or similar IDE.
- (U//~~FOUO~~) Demonstrated ability to develop and execute unit tests.
- (U//~~FOUO~~) Demonstrated ability to maintain code in a software version repository such as subversion, CVS, or similar tool.
- (U//~~FOUO~~) Demonstrated ability to work to a schedule and meet deliverable dates.
- (U//~~FOUO~~) Demonstrated ability to report progress via accepted communication channels such as email, wiki and/or a schedule tracking application.
- (U//~~FOUO~~) Demonstrated knowledge of one or more of the following: TCP/IP network protocols or SQL programming.
- (U//~~FOUO~~) Demonstrated knowledge in software compilers, operating system architecture, and/or device drivers.
- (U//~~FOUO~~) Demonstrated ability to document component designs within a High-Level Design (HLD) document.
- (U//~~FOUO~~) Demonstrated ability to plan and develop component integration tests.
- ~~(S)~~ [Redacted]
- ~~(S)~~ [Redacted]
- ~~(S)~~ [Redacted] Demonstrated ability to develop methods to defend against identified vulnerabilities.

- (S) [redacted]
- (S) [redacted]

5.5 (U) Penetration Testing

(U//~~FOUO~~) Penetration testers shall be responsible for identifying network vulnerabilities in SCADA systems and recommending defensive measures to defend against possible attack by an adversary.

5.5.1 (U) Mid-level Penetration Tester

(U//~~FOUO~~) Description: A mid-level penetration tester shall identify and demonstrate vulnerabilities that may be used by an adversary to exploit components of the [redacted] system.

(U//~~FOUO~~) Requirements: A mid-level penetration tester shall meet the following requirements:

- (U//~~FOUO~~) Nine years of penetration testing experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years penetration testing experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major with an emphasis on penetration testing and two years of penetration testing experience.
- (U//~~FOUO~~) Demonstrated experience as a penetration tester using tools such as nmap, nessus, dsniff, libnet, netcat, and network sniffers and fuzzers.
- (U//~~FOUO~~) [redacted] (b) (3) - P.L. 86-36
- (U//~~FOUO~~) Demonstrated ability to develop methods to defend against identified vulnerabilities and exploits.

5.5.2 (U) Senior Penetration Tester

(U//~~FOUO~~) Description: A senior penetration tester shall identify and demonstrate vulnerabilities that may be used by an adversary to exploit the entire [redacted] system. Additionally, the senior penetration tester leads the information assurance evaluation of [redacted] systems, including developing threat models, conducting security analysis and testing, demonstrating vulnerabilities and documenting the results.

(U//~~FOUO~~) Requirements: A senior penetration tester shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of penetration testing experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer

Engineering, Physics or similar technical major plus ten years penetration testing experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years penetration testing experience.

- (U//~~FOUO~~) Demonstrated experience as a penetration tester using tools such as nmap, nessus, dsniff, libnet, netcat, and network sniffers and fuzzers.
- (U//~~FOUO~~) [REDACTED] (b) (3)-P.L. 86-36
- (U//~~FOUO~~) Demonstrated ability to develop methods to defend against identified vulnerabilities and exploits.
- (U//~~FOUO~~) Demonstrated ability to plan, develop and execute information assurance evaluation tests and document test results in a formal document.

5.6 (U) Systems Security Engineering

(U//~~FOUO~~) System security engineers are primarily responsible for defining the system security architecture necessary to defend a [REDACTED] system.

5.6.1 (U) Mid-level Systems Security Engineer

(U//~~FOUO~~) Description: A mid-level systems security engineer is responsible for assessing the potential risks/threats to a subsystem of an existing [REDACTED] system. The mid-level systems security engineer must be able to develop and document a system security architecture for the subsystem to defend against threats and minimize the potential risks.

(U//~~FOUO~~) Requirements: A mid-level systems security engineer must meet the following requirements:

- (U//~~FOUO~~) Nine years of systems security engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years systems security engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major with emphasis on systems security engineering experience plus two years of systems security engineering experience.
- (U//~~FOUO~~) At least three years experience practicing information assurance and computer network defense (CND).
- (U//~~FOUO~~) At least one year experience with a certification and accreditation process such as DoD Information Technology Security Certification and Accreditation Process (DITSCAP) or Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP).
- (U//~~FOUO~~) At least one year experience with formal policy and procedures for securing and protecting information systems such as Director of Central

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Intelligence Directive (DCID) 6/3, Intelligence Community Directive (ICD) 503, or NIST Special Publications 800-30/37/39.

- (U//~~FOUO~~) Demonstrated experience developing system security engineering architecture papers including providing analysis of the security posture of existing systems and proposing a comprehensive security architecture.

5.6.2 (U) Senior Systems Security Engineer

(U//~~FOUO~~) Description: A Senior Systems Security Engineer shall be able to develop a SCADA system-wide security architecture to defend against and minimize the potential threats for the entire [redacted] system. (b) (3) - P.L. 86-36

(U//~~FOUO~~) Requirements: A senior systems security engineer shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of systems security engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years systems security engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years systems security engineering experience.
- (U//~~FOUO~~) At least six years experience practicing information assurance and computer network defense (CND) in general OR at least four years experience practicing information assurance and CND on [redacted] systems. (b) (3) - P.L. 86-36
- (U//~~FOUO~~) At least one year experience with a certification and accreditation process such as DoD Information Technology Security Certification and Accreditation Process (DITSCAP) or Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP).
- (U//~~FOUO~~) At least one year experience with formal policy and procedures for securing and protecting information systems such as Director of Central Intelligence Directive (DCID) 6/3, Intelligence Community Directive (ICD) 503, or NIST Special Publications 800-30/37/39.
- (U//~~FOUO~~) Demonstrated experience developing system security engineering architecture papers including providing analysis of the security posture of existing systems and proposing a comprehensive security architecture.

5.7 (U) Lab Systems Administration

(U//~~FOUO~~) Lab systems administrators shall be responsible for maintaining the lab system infrastructure, including: desktop workstations, the lab computer network, server computers, backup systems, power and cooling systems, IT asset management systems, printers, scanner and other peripherals:

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5.7.1 (U) Mid-level Lab Systems Administrator

(U//~~FOUO~~) Description: A mid-level lab systems administrator shall deploy and maintain server and network equipment as directed by the lab manager or senior lab systems administrator.

(U//~~FOUO~~) Requirements: A mid-level lab systems administrator shall meet the following requirements:

- (U//~~FOUO~~) Nine years of systems administration experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus five years of systems administration experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major with emphasis on systems security engineering experience plus two years of systems administration experience.
- (U//~~FOUO~~) At least three years experience deploying Microsoft Windows-based servers, including Active Directory and email OR at least two years experience deploying Microsoft Windows-based servers, including Active Directory and email with Microsoft Certified System Engineer (MCSE) certification.
- (U//~~FOUO~~) At least three years experience deploying Linux-based and Solaris-based servers.
- (U//~~FOUO~~) At least one year experience PC hardware troubleshooting.

5.7.2 (U) Senior Lab Systems Administrator

(U//~~FOUO~~) Description: A senior lab systems administrator shall possess the capabilities of the mid-level lab systems administrator and shall assist the lab manager as needed with procurements and technical management of the lab infrastructure.

(U//~~FOUO~~) Requirements: A senior lab systems administrator shall meet the following requirements:

- (U//~~FOUO~~) Fourteen years of systems administration experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years systems administration experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major with emphasis on systems security engineering experience plus seven years of systems administration experience.
- (U//~~FOUO~~) At least five years experience deploying Microsoft Windows-based servers, including Active Directory and email OR at least four years experience deploying Microsoft Windows-based servers, including Active Directory and email with Microsoft Certified System Engineer (MCSE) certification.
- (U//~~FOUO~~) At least five years experience deploying Linux-based and Solaris-based servers.
- (U//~~FOUO~~) At least three years experience PC hardware troubleshooting.

- (U//~~FOUO~~) At least five years experience deploying TCP/IP network switches and routers in a heterogeneous networked environment including Windows, Linux and Solaris computers.
- (U//~~FOUO~~) At least two years experience working with lab stakeholders to determine infrastructure requirements for upcoming IT asset procurements. Demonstrated ability to manage procurement from requirements to deployment.
- (U//~~FOUO~~) Demonstrated ability to create and manage an IT and Asset management inventory database.
- (U//~~FOUO~~) Demonstrated ability to document configuration and topology of lab infrastructure using Microsoft Visio or equivalent drawing tool.

5.8 (U) Systems Engineering

(U//~~FOUO~~) Description: Systems engineers shall be responsible for defining and managing system requirements and ensuring the delivery of a high-quality software production products.

(U//~~FOUO~~) Requirements: A systems engineer shall meet the following requirements:

- (U//~~FOUO~~) Ten years of systems engineering experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus six years systems engineering experience; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus three years systems engineering experience.
- (U//~~FOUO~~) At least five years experience in systems engineering, including experience in the design, development, and implementation of technology projects using a Software Development Lifecycle (SDLC).
- (U//~~FOUO~~) At least five years experience in developing and managing system requirements, including developing and delivering Concept of Operations (ConOps), System Requirements Specification (SRS) documents and Requirements Tracability Matrix (RTM) documents.
- (U//~~FOUO~~) At least five years experience in developing and managing system test plans and procedures.
- (U//~~FOUO~~) Demonstrated ability to elicit requirements from system stakeholders.
- (U//~~FOUO~~) Demonstrated ability to communicate effectively with production software engineers to convey requirements and ensure software design meets stated requirements.
- (U//~~FOUO~~) Demonstrated ability to work with project management on defining project scope and schedule milestones.

5.9 (U) Technical Project Management

(U//~~FOUO~~) Description: Technical project managers shall be responsible for ensuring a successful and timely delivery of the project deliverables. The technical project manager manages the project scope and schedule as well as manages the resources of the project.

(U//~~FOUO~~) Requirements: A technical project manager shall meet the following requirements:

- (U//~~FOUO~~) Fifteen years of technical project management experience; or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years technical project management; or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years technical project management experience.
- (U//~~FOUO~~) At least six years experience in systems engineering, including experience in the design, development, and implementation of technology projects using a Software Development Lifecycle (SDLC).
- (U//~~FOUO~~) At least six years experience in developing and managing system requirements, including developing and delivering Concept of Operations (ConOps), System Requirements Specification (SRS) documents and Requirements Tracability Matrix (RTM) documents.
- (U//~~FOUO~~) At least six years experience in developing and managing system test plans and procedures.
- (U//~~FOUO~~) Demonstrated ability to elicit requirements from system stakeholders.
- (U//~~FOUO~~) Demonstrated ability to communicate effectively with system development engineers to convey requirements and ensure software meets stated requirements.
- (U//~~FOUO~~) At least six years experience in developing and tracking a project schedule using Microsoft Project or similar project scheduling tool.
- (U//~~FOUO~~) Demonstrated ability to communicate effectively with program management, including the ability to write project status reports and deliver oral presentations.
- (U//~~FOUO~~) Demonstrated ability to define project scope and schedule milestones and work with system development team to meet milestone dates.
- (U//~~FOUO~~) Demonstrated ability to effectively manage project scope and/or resource changes.

5.10 (U) Expert Target Systems Analysis

(U//~~FOUO~~) Description: Expert target systems analysts shall be able to investigate the systems currently considered to be targets and influence the research and development on these systems based on investigation results. They shall holistically examine all products and information associated with a given target system.

(U//FOUO) Requirements: The expert levels of this category shall meet the following requirements:

- (U//FOUO) Twenty years industry experience with [redacted] process control systems. Such experience must include direct involvement in the specification, design, commissioning, acceptance, and operation of at least one type of control system. (b) (3) - P L. 86-36
- (U//FOUO) A solid background in computer and microprocessor fundamentals.
- (U//FOUO) A solid background in either: [redacted]
- [redacted] (b) (1) (b) (3) - P. L. 86-36
- (U//FOUO) Familiarity with CND.
- (U//FOUO) Familiarity with SCADA and control system vulnerability analysis.

5.11 (U) Program Management

(U//FOUO) The program manager shall meet the following requirements:

- ~~(S)~~ [redacted] Fifteen years of experience managing software development [redacted] or a Bachelor of Science degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus ten years experience managing software development programs [redacted] or a Masters degree in Computer Science, Electrical Engineering, Computer Engineering, Physics or similar technical major plus seven years experience managing software development programs [redacted]
- (U//FOUO) Demonstrated ability to lead technical staff in the fundamentals of software development.
- (U//FOUO) Demonstrated ability to managing contract financials including budget and expenditures.
- (U//FOUO) Demonstrated ability to recruit and retain contract staff.
- (U//FOUO) Demonstrated ability to plan projects and milestones, including cost and schedule.
- (U//FOUO) At least five years experience managing NSA or other intelligence agency contracts.
- (U//FOUO) Project Management Professional (PMP) certification.

5.12 (U) Administrative Support

(U) The administrative specialist shall meet the following requirements:

- (U//~~FOUO~~) At least one year of experience in office administration.
- (U//~~FOUO~~) Demonstrated experience performing tasks such as typing, administration, processing or reception.
- (U//~~FOUO~~) At least one year experience using Microsoft Office products, including Word, Excel and PowerPoint.

5.13 (U) Access Control

(U//~~FOUO~~) The Access Control Specialist shall possess the following skill requirements:

- (U//~~FOUO~~) At least three years experience in Access Control/Physical Security.
- (U//~~FOUO~~) Experience manning a security post or other facility access control points. Shall be detail oriented and possess sound judgment, and have good decision-making skills.
- (U//~~FOUO~~) At least one year experience using Microsoft Office products, including Word, Excel and PowerPoint.

5.14 (U) Lab Manager

(U//~~FOUO~~) The lab manager shall be responsible for managing the lab infrastructure necessary to support the overall mission. The lab infrastructure includes: desktop workstations, the lab computer network, server computers, systems under test, backup systems, power and cooling systems, IT asset management systems, printers, scanner and other peripherals.

(U//~~FOUO~~) The Lab Manager must meet the following requirements:

- (U//~~FOUO~~) At least five years experience managing a diverse software development lab or similar environment such as a data center.
- (U//~~FOUO~~) Demonstrated experience assisting with IT asset procurement and tracking
- (U//~~FOUO~~) Demonstrated experience maintaining accurate documentation and diagrams of lab infrastructure assets
- (U//~~FOUO~~) Demonstrated experience maintaining an accurate database of IT assets
- (U//~~FOUO~~) Demonstrated experience managing the installation and deinstallation of equipment
- (U//~~FOUO~~) Demonstrated experience managing a reliable computer network of heterogeneous devices.
- (U//~~FOUO~~) Demonstrated ability to document configuration and topology of lab infrastructure using Microsoft Visio or equivalent drawing tool.
- (U//~~FOUO~~) Demonstrated ability to effectively task lab system administrators.

6.0 (U) DELIVERY ORDER PROCEDURES

(U//~~F0U0~~) The Government will issue Delivery Orders (DO) for all work performed by the Contractor. When the Government has a requirement for work to be performed, the Contracting Officer (CO) will notify the Contractor by issuing a Request for Proposal (RFP). Both the Government and the Contractor will mutually agree on the scope of the work to be performed, man-hour estimates to complete the work to be performed, place of performance, and a listing of materials and resources needed to complete the work to be performed. Notwithstanding anything in the contract to the contrary, all DOs shall be within the scope of the activities described in paragraph 2. The contractor shall notify the Contracting Officer in writing, if it believes that a DO exceeds the scope of paragraph 2.1. A DO will be issued if the proposal is acceptable. If the proposal is not fully acceptable as offered, negotiations shall be conducted by the CO prior to issuance of any DO. The CO reserves the right to withdraw and cancel the proposed work to be performed in the event issues pertaining to the proposed work to be performed cannot be resolved. The Contractor shall not commence work on the new DO prior to the issuance of the DO signed by the CO.

7.0 (U) FACILITIES

7.1 (U//~~F0U0~~) Each Delivery Order (DO) will identify the place of performance.

7.2 (U//~~F0U0~~) Sustained Contractor personnel shall work on-site in the Government spaces. The Government will provide standard space and equipment within Government facilities. The Contractor is not relieved of its responsibilities to its employees under the Rehabilitation Act of 1973, as amended by the Americans with Disabilities Act, and the provision of space, equipment, or supplies by the Government does not constitute Government acceptance of such responsibilities towards Contractor personnel. The Government will provide access to facilities, office space, supplies, and services, to include workstations, computers, and phones. Access will be granted to classified and unclassified NSA/CSS local area network (LAN) services, LAN support, telephones, and reproduction facilities.

7.3 (U//~~F0U0~~) The program manger, Expert Contractor personnel, administrative support and access control personnel shall work in the contractor facility. The contractor's facility shall be located within a thirty minute drive of the National Business Park. The contractor shall provide within their facility an NSA accredited Sensitive Compartmented Information Facility (SCIF). The SCIF shall be accredited in accordance with DIRECTOR OF CENTRAL INTELLIGENCE DIRECTIVE 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities and shall meet the standards for physical security, storage and access control. The Contractor shall have SCIF space available as required to process and store classified information and include the furniture, computers, internet connectivity, NSANet connectivity, and telephones (secure and non-secure) necessary for satisfying the requirements of this SOW. The contractor shall implement procedures for the secure receipt, accounting, storage, handling, and destruction of classified documents.

Administrative files shall be handled on a need-to-know basis and all contractual and financial documents shall remain in the custody of the designated and approved contractor's representative.

8.0 (U) TRAINING

8.1 (U) General Requirement

~~(U//FOUO)~~ The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

Appropriate operating system certification for information assurance technical positions as required by DoD8570.01-M.

- ~~(U//FOUO)~~ Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- ~~(U//FOUO)~~ Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.
- ~~(U//FOUO)~~ The contractor is not authorized to charge the government for this training.

~~(U//FOUO)~~ The Contractor shall provide fully qualified personnel who possess the necessary training, qualifications, and clearances to accomplish all requirements identified in this statement of work. Except for the need for specialized training determined by the Contracting Officer, Contractor personnel shall require no additional training to perform these SOW requirements. Except where there is an approved specialized training requirement, personnel shall not be assigned to the contract until they are fully qualified to perform the work. Personnel that require commercial training in order to perform the work are not fully qualified.

8.2 (U) Government-Unique Training Not Available to the Public

~~(U//FOUO)~~ Government-unique training on specific vendor systems may be required for the sustained Contractor personnel. Training may entail out-of-state travel of approximately one week per course. The Contracting Officer must grant advance written approval of the specific training. The Government will fund the specialized training. The contractor will be reimbursed for traveling to related specialized training.

9.0 (U) TRAVEL

9.1 (U) General Travel

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(U) Travel within the Fort Meade complex or for travel within a fifty-mile radius of Fort Meade shall not be chargeable to the contract.

(U) In the event the Contractor is required to travel within the Continental United States (CONUS) or Outside the Continental United States (OCONUS) in support of the contract, all travel shall be performed in accordance with the Department of Defense (DoD) Joint Travel Regulations and authorized by the Government COR. The contractor will not be reimbursed for travel related to government unique training.

10.0 (U) DELIVERABLES

10.1 (U) Contract Data Requirements List (CDRLs)

(U) The Contractor shall prepare and deliver all data required by this SOW and associated Dos to the Government for review and approval IAW the CDRL. Electronic submissions of engineering documentation, including software, hardware, and microelectronics designs, may be made in the native design format with prior approval of the COR.

(U) Monthly program reviews will be held at either the Government and/or Contractor's facility from which the Government will assess progress, performance, and assist with resolving issues. The Contractor's responsibility for cost control/tracking and scheduling, technical documentation, data reporting, etc. will be reviewed.

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10.2 (U) Property

(U//~~FOUO~~) To the greatest extent possible the acquisition activity will be compliant with NSA/CSS Information Technology (IT) asset standards, known as the NSA/CSS Enterprise Solutions (NES) Baseline. All IT procurements will be processed as required through the Baseline Exception Request (BER) process in accordance with NSA/CSS Policy 6-1. All purchases of Electronic and Information Technology (EIT) products will be made in compliance with Section 508 of the Federal Acquisition Regulation (FAR) except when equipment is being purchased to be used in the lab for testing.

(U//~~FOUO~~) There may be instances when the contractor is required to procure hardware, software and/or firmware that either has Foreign Ownership, Control or Influence (FOCI) concerns or foreign origin (developed, manufactured, maintained or supported outside of the US or in the United States or its territories by an individual who is not a citizen of the United States or its territories) issues. In order to insure FOCI and/or foreign origin concerns are properly identified and mitigated to an acceptable level, a security risk assessment by the Acquisition Security Office [] is required prior to the prime contractor's purchase of any IT products and other purchases/subcontracts with known FOCI or items of foreign origin. Prior to the prime contractor issuing a purchase order or subcontract for IT products under the resultant contract, the Contracting Officer's Representative (COR) will prepare and submit an Acquisition Security Form (ASF). Based on the results of the [] assessment, certain countermeasures may be agreed upon between BA3 and/or the COR and [] in an effort to reduce all identified potential counter-intelligence risks to an acceptable level. In the event that the prime contractor

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subcontracts for the items identified on the Purchase Order, the Contracting Officer's Representative (COR) and/or the Acquisition Program Manager will inform the Contracting Officer of the [] countermeasures required with which the prime contractor will be required to comply and implement in any resultant subcontract or purchase order. All additions or modifications to the intended purchase require the preparation and submission of an amended ASF to [] There may be other property other than the property listed above that the contractor may be requested to order. The Government will reimburse for all other direct costs (ODCs).

10.3 (U) Documentation

(U//FOUO) Documentation deliverables must be submitted to the Government in MS Word or HTML and must be provided in electronic format on a CD. Drawings must be in Autocad format. The Contractor shall obtain the COR's concurrence in advance of submission of format deviation.

10.4 (U) Configuration Control and Management

(U) The contractor shall perform the necessary configuration management and control of all hardware, software, and any contract related documentation associated with the PerfectCitizen to insure positive control of all contract related hardware, software, and documentation updated or generated under this effort. The contractor shall provide a Configuration Management Plan (CMP) in accordance with the CDRL.

The prime on PerfectCitizen is going to be the developer of this plan. However, the implementation of the plan will be through another contract. These two contractors will be required to work together with the government contract lead.

11.0 (U) SCHEDULE

11.1 (U//FOUO) The Contractor shall fill the following labor categories with the identified quantity of qualified personnel within 14 days after contract award: Mid-level production software engineer (4), Senior production software engineer (2), Mid-level production embedded engineer (1), Senior production hardware engineer (1), Senior specialized software engineer (1), Senior penetration tester (1), Systems engineer (1), Technical project manager (2), and Program manager (1). All other positions as defined in the Delivery Orders shall be filled with qualified personnel within 30 days of contract award.

11.2 (U//FOUO) In the event that a person must be replaced, the Contractor shall provide a detailed written explanation of the circumstances necessitating the proposed replacement. A resume for the proposed replacement and any additional information requested by the Contracting Officer shall be provided to the Government for review NLT one month in advance of the change in personnel working under this contract.

12.0 (U) SECURITY REQUIREMENTS

~~SECRET~~

(b) (1)

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~~SECRET~~

(b) (1)

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12.1 (U//~~FOUO~~) The Contractor shall comply with all the security requirements established for this contract by the DD Form 254, Contractor Security Classification Specification. All Contractor personnel having access to classified information or materials shall possess and maintain a current NSA/CSS Top Secret/Sensitive Compartmented Information (TS/SCI) level clearance in accordance with "Personnel Security Requirements for Contractor Access to NSA/CSS Sensitive Compartmented Information (Attachment To DD 254)", dated January 2005.

12.2 (U//~~FOUO~~) The contractor shall submit, update and maintain a current Contractor Position Roster Log (CPRL). The CPRL is to be managed according to published guidelines from the Office of Security Services Policy Issuance 10-10, Industrial Security Program, dated March 1996. The Government Contracting Officer's Representative (COR) will provide form G9006, Classification Guidance, for the appropriate classification guidance as needed.

12.3 (U//~~FOUO~~) All subcontracts for this contract that require subcontractor employees to have access to classified information or material will be subject to the same security concerns as set forth herein.

12.4 (U//~~FOUO~~) Uncleared Contractor personnel will be authorized to perform unclassified tasks. All uncleared Contractor personnel performing unclassified tasks associated with this SOW shall be US citizens and shall abide by all applicable security policies and regulations. Non-U.S. citizens, to include immigrant aliens, are not authorized access to any portions of this contract or to perform of any work under this contract.

12.5 (U//~~FOUO~~) In order to preserve the anonymity of the ultimate users of the supplies and services of this contract, all purchasing, shipping, and receiving, shall not be directly or indirectly associated with the Sponsoring Agency (NSA). The contractor shall facilitate all communication with vendors and subcontractors so that the interest of the Sponsoring Agency (NSA) is not acknowledged.

12.6 (U//~~FOUO~~) Contractor purchases of Information Technology (IT) (IT as defined by the Clinger-Cohen Act of 1996) and products of foreign origin (developed, manufactured, maintained or supported outside of the US or in the United States or its territories by an individual who is not a citizen of the United States or its territories) shall be subject to a Government risk assessment. (Reference contract clauses: 324.204-9006 EVALUATION-FOCI; 352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES; 352.204-9012 RISK ASSESSMENTS FOR THE USE OF A FOCI SOURCE FOR SUPPLIES OR SERVICES; 352.204-9014 NOTIFICATION OF NON-U.S. CITIZEN PARTICIPATION; 352.227-9005 NOTIFICATION OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE; 352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003). The Government risk assessment will be performed prior to the Contractor purchasing items of this nature. The contractor may be required to implement risk mitigation countermeasures resulting from the Government's assessment. Any such countermeasures will be provided by the Contracting Officer (CO).

~~SECRET~~

(b) (1)

(b) (3)

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~~SECRET~~

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(b) (3)

-P.L. 86-36

13.0 (U) CONTRACT TRANSITION PLAN

(U//~~FOUO~~) The Contractor shall provide a Contract Transition Plan (CTP) that outlines how they will meet the Government's need to minimize disruptions during the transition from the incumbent to the successor at the end of the PerfectCitizen contract. The CTP will be incorporated into the contract upon award.

14.0 (U) DEFINITIONS

(b) (1)

(b) (3) -P.L. 86-36

14.1 For purposes of the contract:

14.1.1 (S) Information Systems means any equipment or interconnected system or subsystems of equipment that is used in the automated acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data and includes computer software, firmware and hardware;

(b) (3) -P.L. 86-36

14.1.2 (U) Sensitive Control Systems (SCS) shall mean:

14.1.2.1 (U//~~FOUO~~)

14.1.2.2 (S)

(b) (1)

(b) (3) -P.L. 86-36

~~SECRET~~

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;">TOP SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;">TOP SECRET</p>	
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)			3. THIS SPECIFICATION IS : (x and complete as applicable)		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER H98230-10-D-0133		<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) 20090316	
	b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs) Revision No. DATE (YYYYMMDD)	
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER FACTS REQ 0000044228	Due Date (YYYYMMDD) INDEFINITE		c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, complete the following: Classified material received or generated under H98230-04-C-1566 (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes, complete the following: In response to the contractor's request date _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE Raytheon Company 800 International Drive Linthicum, MD 21090-2211		b. CAGE CODE 8T141	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 938 Elkridge Landing Road Suite 310 Linthicum, MD 21090-2917		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT PERFECT CITIZEN					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:					
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Reset

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct Through (Specify)

Proposed public releases shall be submitted for approval by the Contracting Officer prior to public release.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Contact the NSA Industrial and Acquisition Security Division at 443-479-1069 regarding any security concerns related to this contract.

CLASSIFIED AIS PROCESSING WILL BE INVOLVED?

YES NO

ANNUAL REVIEW OF THIS FORM REQUIRED (If "YES": provide date such review is due)

NO YES (date) 1 YEAR ADAD

TYPED NAME, TITLE AND SIGNATURE OF PROGRAM/PROJECT MANAGER/COP OR OTHER DESIGNATED OFFICIAL

ACTIVITY NAME ADDRESS, ZIP CODE, TELEPHONE NUMBER AND OFFICE SYMBOL

Director, NSA/CSS
9800 Savage Road, ATTN: [redacted] Suite 6685
Ft. Meade, MD 20755-6685

(b) (3) - P. L. 86-36

ONLY AUTHORIZED NSA CONTRACTING OFFICERS MAY SERVE AS CERTIFYING OFFICIALS FOR NSA SCI CONTRACTS AND SUBCONTRACTS.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

YES NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

YES NO

NSA has inspection responsibility.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

[redacted]

b. TITLE

Contracting Officer

c. TELEPHONE (Include Area Code)

(b) (3) - P. L. 86-36

d. ADDRESS (Include Zip Code)

9800 Savage Road, Suite 6720
Ft. Meade, MD 20755-6720

e. SIGNATURE

[redacted]

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY Q131, DCS

ATTACHMENT A: January 2008**SECURE TELECOMMUNICATION REQUIREMENTS**

Secure telecommunications are required as this contract involves access to classified information or sensitive unclassified, Government or Government derived information at the contractor facility. These requirements apply to the use of Government contractor telecommunications equipment over which classified information or sensitive unclassified Government or Government derived information is transmitted.

The following definitions apply:

Telecommunications: Preparation transmission, communication, or related processing of electrical, electromagnetic, electromechanical, electrooptical or electronic means.

"Government Contractor" telecommunications: Voice and data telecommunications between or among Federal Government Agencies and their contractor/subcontractors. This includes management information processing systems and local data networks.

"Secured" means the application of communications security (COMSEC) equipment, devices or techniques to telecommunications or information processing systems over which classified information is transmitted.

"Protected" means the application of National Security Agency (NSA) approved protection equipment, devices or techniques to contractor or telecommunications over which sensitive unclassified, Government or Government derived information is transmitted.

"Sensitive unclassified, Government or Government derived information" is defined as any information, the loss, misuse or unauthorized access to, or modification of which might adversely affect the U.S. national interest, the conduct of DoD programs or the privacy of DoD personnel.

A COMSEC account is required for this contract. The NSA Central Office of Record has primary responsibility for auditing all COMSEC material held in this account. NSA will ensure that all Government contractor secure telecommunications facilities are operated in accordance with NSA requirements.

The contractor or subcontractor shall comply with NSA/CSS Policy Manual 3-16 dated 5 August 2005.

Equipment, devices, techniques and services required for securing or protecting contractor telecommunications will be acquired only from sources listed in the NSA Information Systems Security Products and Services Catalog. Contractors shall comply with the STU III Doctrine or other appropriate doctrine.

Keying materials required for the operation of secured and protected telecommunications systems will be furnished by the government. A Defense Courier Service account may be required for shipment of this material.

The prime contractor shall include requirements that conform to this DD254 in all subcontracts that require secured or protected equipment or services.

COMSEC incidents will be reported as follows: The contractor shall make an immediate telephonic notification to NSA of any incident or violation of COMSEC requirements. Notification will be made to the Office of COMSEC Insecurities on [redacted] Violations or possible compromises of COMSEC information should also be reported to [redacted] or the NSA Support Services Operations Center, Security Duty Officer at [redacted] A follow-up written report is required and shall be appropriately classified. Specific guidance as to proper classification will be provided by NSA. The report shall be submitted to the Contracting Officer, ATTN: DA342 and the appropriate Defense Security Service (DSS) Cognizant Security Office. If accountable COMSEC material is involved, the Central Office of Record will also be provided a copy of the report. P.L. 86-36

Clarification and guidance for COMSEC requirements may be directed to the NSA procedural and Material Control Branch at [redacted]

ATTACHMENT B: January 2008

SCI OUT-OF-HOUSE CONTRACTS

Classified material released under this contract does not become the property of the contractor and can be withdrawn by the National Security Agency (NSA) at anytime. Upon expiration of the contract, all classified materials released to the contractor and all other materials of any kind incorporating data from such classified materials will be returned to the NSA for final disposition. A certificate of destruction in lieu of the material will suffice when the material has been destroyed, at the direction of or under the supervision of the Contracting Officer (CO) or his designated representative.

Non-U.S. citizens, to include immigrant aliens, are not authorized access to any portions of this contract, proposal or study without express written approval from NSA, Industrial and Acquisition Security (Q13).

Contractors will maintain such records as will permit them to furnish on demand the names of individuals whom have, or have had, access to classified material in the custody of the contractor.

Reproduction of any material released to the contractor by NSA requires approval of the Contracting Officer's Representative (COR).

Contractor employees may not carry any classified material on commercial aircraft without the permission of the CO or his designated representative.

The contractor will not release classified material to any activity or individual of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including a subcontractor), government agency, private individual, or organization without the written consent of the CO. In the event that consent for such a release is requested, the CO will verify that the proposed recipient has both appropriate clearance and need-to-know.

All TOP SECRET and Sensitive Compartmented Information (SCI) material related to this contract will be transmitted via the Defense Courier Service unless alternate means of transportation are approved.

Since this contract requires access to SCI, NSA has exclusive security responsibility for this contract, and personnel requiring access to such material will be cleared and indoctrinated by NSA.

No references to SCI access or programs, even by unclassified acronyms, nor general statements of involvement in SCI activities may be made either written or orally in advertising, promotional efforts or recruitment for employees. This restriction also applies to information provided to stockholders or contained in company brochures and similar material.

Technical information on file at the Defense Technical Information Center (DTIC) will be made available to the contractor if the contractor requires such information. The CO or his duly authorized representative will certify on a DD Form 1540, Registrations for Scientific and Technical Information Services, and the field of interest relating to the contract work. Contractor generated technical reports will bear the statement "Not Releasable to the Defense Technical Information Center per DoD Instruction 3200.12."

When a Permanent Change of Station (PCS) assignment is required, contractor personnel and accompanying dependents, at the discretion of the government, may be required to undergo psychological screening interviews.

Please refer to NSA/CSS Classification Manual 1-52, dated 23 November 2004 for information regarding to classification, declassification markings for all contracts.

The following documents apply to this contract:

Classification guidance will be provided by COR

Director of Central Intelligence Directive (DCID) 6/6, Security Controls on the Dissemination of Intelligence Information, effective 11 July 2001

Executive Order 12958, Classified National Security Information, dated 25 March 2003

32 Code of Federal Regulations, Part 2001, Implementation of Executive Order 12958, dated October 1995

DCID 1/19, Security Policy for Sensitive Compartmented Information, dated 1 March 1995

DoD 5220.22-M, National Industrial Security Program Operating Manual, dated 28 February 2006

NSA/CSS Policy 5-25, Hand-Carrying Classified Material, dated 12 April 2005

DCID 6/9, Physical Security Standards for Sensitive Compartmented Information Facilities, dated 18 November 2002

DCID 6/3, Protecting Sensitive Compartmented Information Within Information Systems, dated 5 June 1999

Personnel Security Requirements for Contractor Access to NSA/CSS Sensitive Compartmented Information, dated January 2005

DCID 6/4, Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information, dated 22 January 1992 and as amended 14 April and 12 August 1994, effective 2 July 1998

DCID 1/20, Security Policy Concerning Travel and Assignment of Personnel with Access to Sensitive Compartmented Information, effective 29 December 1991

NSA/CSS Classification Manual 1-52, dated 23 November 2004

NSA/CSS Policy 3-22, NSA/CSS Technical Security Program, dated 21 April 2005

When the DD254 is for a COMSEC contract, the following DD254 additional references and paragraphs will be included on the attachment:

NSA/CSS Policy Manual 3-16 dated 5 August 2005

NSA Policy 3-21, Access to Classified Cryptographic Information, dated 18 October 2004

NSTISSP No. 8, National Policy Governing the Release of Information Systems Security (INFOSEC) Products or Associated Infosec Information to Foreign Governments, dated 13 February 1997

Contractor and subcontractor personnel, as well as individuals who are consultants to the contractor or its subcontractors, with access to certain specified classified cryptographic information or materials, or to spaces where such classified cryptographic information or materials are produced, processed or stored shall be subject to requirements set forth in NSA Policy 3-21. The Contractor Security

Official shall notify such personnel that they are subject to this requirement and shall provide the CO written confirmation that this notice was provided within 90 days of the effective date of this DD254.

Unless Controlled Cryptographic Items (CCIs) are being produced, all material created from the pattern generation tape, whether immediate or end product, shall be afforded the same protection as the pattern generation tape. The contractor or subcontractor shall ensure that an appropriate classification marking is affixed to each item in a manner that affords the item sufficient protection. Reticules, masters and submasters, working plates, blowbacks, and any other material created from the pattern generation tape or its derivative shall be marked with the appropriate classification and shall be controlled within the "inprocess" accounting system as specified in NSA/CSS Policy Manual 3-16. Depending on the process used for the fabrication of CCI products, reticules and other materials produced from the pattern generation tape or its derivatives shall be marked to reflect either a classification or a CCI designation, as appropriate. Such material shall also be controlled within the "inprocess" accounting system.

Contractor/subcontractor-generated documents, both classified and unclassified, shall not be released to Defense Technical Information Center (DTIC). They shall bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 3200.12."

Any external view or photographs of end item hardware, when all covers are in place, shall be unclassified, but the information shall be restricted as FOR OFFICIAL USE ONLY. This information will not be published without prior approval of the CO.

All classified COMSEC documents (drawings, reports, test data, correspondence, etc.) originated by the contractor or subcontractor shall not be disclosed to foreign nationals and must be marked NOFORN. Director, NSA, as specified in NSTISSP No. 8, must approve release of those documents that need to be shared with foreign governments. Documents approved for release to a foreign government shall be marked "REL to US and (insert name of specified country) ONLY". Documents will also bear the caveat "COMSEC MATERIAL - Access by Contractor Personnel Is Restricted to U.S. Citizens Holding Final Government Clearance."

Classified and COMSEC waste paper should be destroyed daily. Burning or use of an approved destruction device as identified in NTISSI 4004, Annex B, "NSA Approved Destruction Devices" may destroy COMSEC paper material. Classified and CCI hardware production scrap shall be disposed of at intervals not exceeding six months. The contractor may be authorized to return all production waste of classified microcircuits and hybrids to NSA COMSEC Account 880099 for destruction. Instructions for the destruction of classified and CCI waste hardware material will be provided by the CO.

Unpopulated (bare) COMSEC printed wiring boards that bear a security classification marking may be handled as unclassified. Upon mounting of the first classified component, the board shall be handled as a classified COMSEC printed wiring assembly.

Any development, emulation, study or proposal concerning a COMSEC system, equipment, software or firmware, shall be submitted through the CO to the Deputy Director for Information System Security, NSA. Such efforts require NSA review if they are based directly or indirectly on information gained during performance of a U.S. COMSEC contract; are derived from a U.S. approved cryptosystem or other COMSEC experience; or when it can be inferred from the information revealed in the effort, regardless of the availability of such information in open literature. The subject matter will be evaluated by NSA to determine whether it is protected by statute. The contractor shall inform each employee having COMSEC access of this NSA review requirement. While waiting completing of the review, the information will be safeguarded as described in NSA/CSS Policy Manual 3-16.

The contractor/subcontractor shall not divulge to any individual, company, organization, or other U.S. Government department or agency any information, classified or unclassified, pertaining to the design or capabilities of COMSEC or communications protection systems or equipment being developed, produced, purchased or provided as government furnished equipment (GFE) under this or any other NSA contract unless prior NSA approval is obtained.

Additional requirements for contractors handling classified operational keying material marked CRYPTO are provided in NSA/CSS Policy Manual 3-16. Access to such material is restricted to those individuals approved by NSA.

A Closed Area as defined in NSA/CSS Policy Manual 3-16 is required for this contract. A list of all individuals (visitors, contractor or government personnel) who access the Closed Area shall be maintained during the contract. Disposition instructions for the access list will be provided by the CO.

This contract requires the establishment and implementation of No-Lone Zone (NLZ) procedures, which preclude single person access to designated areas. NLZ requirements are specified in NSA/CSS Policy Manual 3-16, paragraph 86. More information can be found in Annex E page E-10 and Annex E page E-13 (see the NOTE under TPI definition). The contractor shall ensure that the company Standard Practice Procedures (SPP) manual includes security provisions implementing the NLZ requirement.

Raytheon

Intelligence and
Information Systems
800 International Drive
Linthicum, Maryland
21090 USA
410.981.6000
410.684.6880 fax

June 16, 2010

Maryland Procurement Office
9800 Savage Road (SAB3)
Fort George G. Meade, MD 20755-6626

Attention: [redacted] Contracting Officer

(b) (3) - P.L. 86-36

Subject: Contract H98230-10-D-0133

Dear [redacted]

Raytheon Company is in receipt of the award for Contract H98230-10-D-0133, PERFECTCITIZEN and respectfully requests a debriefing with your office. If at all possible, Raytheon requests the debrief during the week of June 21, 2010. The debriefing could be scheduled in parallel with the meeting you indicated will be held that week with Mr. [redacted] if this is convenient for you and your team. We look forward to working with you on this contract and building a long, positive relationship with [redacted]

Should you have any questions, or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

[redacted signature block]

(b) (3) - P.L. 86-36
(b) (6)

Raytheon Company

[redacted]

[redacted]@raytheon.com

MARYLAND PROCUREMENT OFFICE
9800 SAVAGE ROAD
FT. MEADE, MD 20755-6720

FAX TRANSMITTAL

TO: [Redacted]

(b) (3)-P.L. 86-36
(b) (6)

DATE: March 18, 2010

FAX: [Redacted]

PAGES (including cover): 1

FROM:

[Redacted]
Phone [Redacted]
Fax: (4) [Redacted]

(b) (3)-P.L. 86-36

NOTE:

Lorie, We need the resumes for the personnel noted below.

Thanks, Kevin

[Redacted]

(b) (3)-P.L. 86-36
(b) (6)

Approved for Release by NSA on
12-18-2012, FOIA Case # 62332

(b) (3) - P.L. 86-36
(b) (6)

[Redacted]

From: [Redacted]@raytheon.com]

Sent: Thursday, March 18, 2010 5:01 PM

(b) (3) - P.L. 86-36

To: [Redacted]

Subject: PERFECTCITIZEN Solicitation H98230-09-R-1482//Final Proposal Revision Request-RESUMES

Kevin,

I wanted to confirm the discussion we had this afternoon regarding the 3/18/10 Government request for 13 additional resumes in support of the 3/5/10 Raytheon Final Proposal Revision Submittal.

- Raytheon will deliver the requested resumes by Wednesday, 3/24 or sooner
- Emailing softcopy of the resumes is acceptable and can be transmitted in separate emails if the files are large
- Evaluator is using the same process as before and ensuring that the person proposed matches the required labor qualifications

After I send the resumes, I will call you to confirm receipt of the resumes.

Thanks,

Lorie

[Redacted]

Raytheon Company
800 International Drive
Linthicum, Maryland 21090

(b) (3) - P.L. 86-36
(b) (6)

[Redacted]

[Redacted]@raytheon.com

[Redacted] NSA-BA342 USA CIV

From: [Redacted]@nsa.ic.gov on behalf of [Redacted] NSA [Redacted] USA CIV ([Redacted]@nsa.ic.gov) (b) (3)-P.L. 86-36
Sent: Wednesday, March 17, 2010 3:20 PM
To: [Redacted] NSA-BA342 USA CIV
Cc: [Redacted] NSA [Redacted] USA CIV
Subject: (U)

Classification: ~~CONFIDENTIAL~~ [Redacted]

(b) (1)
(b) (3)-P.L. 86-36

Kevin,

Looks like I considerably misstated the number of people with out resume's

The people below were proposed by Raytheon for the first time in their revised cost proposal, table 2.8.2-1. Their resume's were not found in the original technical proposal or clarification letter. There were not any new resume's provided with the technical information for evaluation purposes.

[Redacted]

(b) (3)-P.L. 86-36
(b) (6)

[Redacted]
Deputy Chief
[Redacted]
National Business Park 302

(b) (3)-P.L. 86-36

Derived From: NSA/CSSM 1-52
Dated: 20070108
Declassify On: 20350301

Classification: ~~CONFIDENTIAL~~ [Redacted]

(b) (1)
(b) (3)-P.L. 86-36

Approved for Release by NSA on
12-18-2012, FOIA Case # 62332

[Redacted]

(b) (3) - P.L. 86-36

From: [Redacted]
Sent: Friday, February 26, 2010 1:14 PM
To: [Redacted] USAJ
Subject: RE: FAX ON 09-R-1482

Karen, Thank you and your colleagues for attending Wednesday's Discussion session. I wanted to formally state that Final Proposal Revisions (FPRs) are due in my office -- ie, where we met on Wednesday -- on Friday March 5 at 4:00 PM EST. The same general guidelines for the initial RFP submission apply to the FRP submission. Your FPR must be in writing. You may revise any part of your proposal. With regard to a cost proposal revision, I request a proposal validity timeframe of 90 days. I also request you adjust the period of performance start date to 01 April 2010, but do not adjust the LOE or the other time periods of the contract years. The Government intends to make award without obtaining further revisions. Thanks, Kevin

From: [Redacted]
Sent: Friday, February 19, 2010 1:34 PM
To: [Redacted] USAJ
Subject: FAX ON 09-R-1482

(b) (3) - P.L. 86-36
(b) (6)

Karen, I just sent you the fax I promised for today. Kevin

Approved for Release by NSA
on 12-18-2012, FOIA Case #
62332

[REDACTED]

(b) (3)-P.L. 86-36

From: [REDACTED]
Sent: Friday, February 26, 2010 1:12 PM
To: [REDACTED]@raytheon.com'
Subject: RE: FAX ON 09-R-1482

(b) (3)-P.L. 86-36
(b) (6)

Lorie, Thank you and your colleagues for attending Wednesday's Discussion session. I wanted to formally state that Final Proposal Revisions (FPRs) are due in my office -- ie, where we met on Wednesday -- on Friday March 5 at 4:00 PM EST. The same general guidelines for the initial RFP submission apply to the FRP submission. Your FPR must be in writing. You may revise any part of your proposal. With regard to a cost proposal revision, I request a proposal validity timeframe of 90 days. I also request you adjust the period of performance start date to 01 April 2010, but do not adjust the LOE or the other time periods of the contract years. The Government intends to make award without obtaining further revisions. Thanks, Kevin

P.S. Very shortly I should have contact information so you can arrange for your folks to look at the documents we discussed yesterday.

From: [REDACTED]
Sent: Friday, February 19, 2010 1:36 PM
To: [REDACTED]@raytheon.com'
Subject: FAX ON 09-R-1482

Lorie, I just sent you the fax I promised for today. Kevin

Approved for Release by
NSA on 12-18-2012, FOIA
Case # 62332

2/26/2010

[Redacted]

(b) (3) - P.L. 86-36

To: [Redacted]@raytheon.com'

(b) (3) - P.L. 86-36

Subject: RE: FAX ON 09-R-1482

(b) (6)

Lorie, Thank you and your colleagues for attending Wednesday's Discussion session. I wanted to formally state that Final Proposal Revisions (FPRs) are due in my office -- ie, where we met on Wednesday -- on Friday March 5 at 4:00 PM EST. The same general guidelines for the initial RFP submission apply to the FRP submission. Your FPR must be in writing. You may revise any part of your proposal. With regard to a cost proposal revision, I request a proposal validity timeframe of 90 days. I also request you adjust the period of performance start date to 01 April 2010, but do not adjust the LOE or the other time periods of the contract years. The Government intends to make award without obtaining further revisions. Thanks, Kevin

From: [Redacted]

(b) (3) - P.L. 86-36

Sent: Friday, February 19, 2010 1:36 PM

To: [Redacted]@raytheon.com'

(b) (3) - P.L. 86-36

Subject: FAX ON 09-R-1482

(b) (6)

Lorie, I just sent you the fax I promised for today. Kevin

Approved for Release by NSA
on 12-18-2012, FOIA Case #
62332

2/25

**Contracting Officer's Determination
Regarding Subcontracting Plan
For Small Business And
Small Disadvantaged Business Concerns**

Re: Raytheon, Subcontracting Plan, 13 October 2009
RFP: H98230-09-R-1482

Pursuant to the requirement of FAR 19.705-4, I have reviewed the referenced Subcontracting Plan and have determined that it includes the elements required by FAR 19.704, and is therefore acceptable. The approvals set forth below satisfy the requirements identified under Maryland Procurement Office Supplement (MPOAS) 319.705-90.

[Redacted Signature]

Contracting Officer 12-7-10

(b) (3) - P.L. 86-36

APPROVAL:

[Redacted Signature]

BA34

(b) (3) - P.L. 86-36

CONCUR:

[Redacted Signature]

Small Business Specialist

We have determined the need for a more formal plan, specific to contract dollar amounts. We will acquire this plan from Raytheon prior to contract award.

[Redacted Signature]

4-30-10

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Intelligence and Information Systems
800 International Drive
Linthicum, Maryland
21090 USA
410.981.6000
410.684.6880 fax

October 13, 2009

(b) (3) - P.L. 86-36

Maryland Procurement Office
9800 Savage Road (SAB3)
Fort George G. Meade, MD 20755-6720

Attention: Contracting Officer (BA342)

Subject: Raytheon Volume II, Technical
Raytheon Volume III, Management/Past Performance
Raytheon Volume IV, Cost
Raytheon Volume V, CD Volumes I through IV

Reference: 1. Solicitation No. H98230-09-R-1482 and Subsequent Amendments

Dear

Raytheon Company is pleased to submit the enclosed Volume II, Technical Proposal, Volume III, Management/Past Performance and Volume IV, Cost in response to the Reference PERFECTCITIZEN Solicitation No. H98230-09-R-1482. The CDs for Volume V are included in each respective volume. This proposal submittal is in compliance with the solicitation requirements.

Should you have any questions, please contact the undersigned.

Sincerely,

(b) (3) - P.L. 86-36
(b) (6)

Raytheon Company

@raytheon.com

(b) (3) - P.L. 86-36
(b) (6)

Encl.: 1 unbound Master copy and 5 hard copies of Volumes II, III and IV
6 CDs for each Volume II, III and IV



This proposal printed on 100% Recycled paper.

Approved for Release by NSA
on 12-18-2012, FOIA Case #
62332



Intelligence and Information Systems
800 International Drive
Linthicum, Maryland 21090 USA
410.981.6000
410.684.6880 fax

March 5, 2010

Maryland Procurement Office
9800 Savage Road (SAB3)
Fort George G. Meade, MD 20755-6720

Attention: Mr. [redacted] Contracting Officer (BA342)

(b) (3) - P.L. 86-36

Subject: Raytheon Company Final Proposal Revision

- Reference:
1. Solicitation No. H98230-09-R-1482
 2. MPO letter dated February 19, 2010 (Final Proposal Revision)
 3. February 24, 2010 Meeting with MPO [redacted] Government Cost Analyst Team) and Raytheon ([redacted])
 4. Raytheon Proposal dated October 13, 2009
 5. February 26, 2010 Email and Telecon with MPO [redacted] and Raytheon [redacted]

(b) (3) - P.L. 86-36
(b) (6)

Dear Mr [redacted]

(b) (3) - P.L. 86-36

Raytheon Company is pleased to submit the enclosed Final Proposal Revision in response to Reference 1 PERFECTCITIZEN Solicitation No. H98230-09-R-1482, Reference 2 MPO Final Proposal Revision request and Reference 3 discussions. The Raytheon Cyber Elite Team's Final Proposal Revision addresses the items discussed during Reference 3 meeting which include:

Technical (Classified Addendum)

1. Technical Approach - Productization
 - According to PEC, Volume II, Section 4.1-Soundness of Approach
 - Explanation of Raytheon's understanding of the end-to-end process
 - Demonstration of how the proposed solution will meet and support the orders in the Solicitation and how the mission will be supported
 - Demonstration of how a proof of concept transitions into development for deployment with an explanation of the step-by-step process
2. Business Activities
 - Explanation on how the Raytheon Cyber Elite team comes together to demonstrate that the mission will be accomplished
3. Challenges/Constraints - Equities
 - Ability to manage equities and how to protect them

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[Redacted]

PERFECTCITIZEN FPR

4. Past Performance Relevance

- Clarification of how certain past experience is relevant to the orders detailed in the Solicitation

Cost (Updated Cost Volume)

1. Composite rates

- Additional justification as to why the originally proposed rates in the Reference 4 proposal match the proposed labor qualifications required to accomplish the mission

2. Rate Realism

- Supporting document for the BAE subsidiary which proposed a Junior Production Software Engineer is included in the Final Proposal Revision
- KEYW was inadvertently classified as a Cost Plus type contract. KEYW is actually a Time and Material contract; therefore, an unsanitized sealed package is not required. The correct KEYW subcontract type is reflected in the Final Proposal Revision
- Updated Final Proposal Revision includes the Section B and Section H hours identified in the Solicitation

3. Start Date

- Per Reference 5 Government direction, Raytheon adjusted the period of performance start date to April 1, 2010; but did not adjust the Level of effort hours or other time periods for the contract years. As the Government instructed, the revised start date is for cost evaluation purposes only and will not require changes to the Technical Task Orders, Basis of Estimate and Schedules submitted in Reference 4.

This proposal submittal is in compliance with the solicitation requirements and is valid for a period of ninety (90) days from the date of this letter. Should you have any questions, please contact the undersigned.

The Raytheon Cyber Elite team sincerely appreciates the opportunity to support the National Security Agency. We look forward to your response.

Sincerely,

[Redacted Signature]

Raytheon Company

[Redacted Email Address]

@raytheon.com

(b) (3) - P.L. 86-36
(b) (6)

Encl.: Volume II, Technical Addendum
Volume IV, Updated Cost Volume

6 Hard copies, 6 CDs
6 Hard copies, 6 CDs



Raytheon
Sustainability

This proposal printed on 100% Recycled paper.

Raytheon

Intelligence and Information Systems
800 International Drive
Linthicum, Maryland
21090 USA
410.981.6600
410.684.6880 fax

September 28, 2009

Maryland Procurement Office
9800 Savage Road (SAB3)
Fort George G. Meade, MD 20755-6720

(b) (3) - P.L. 86-36

Attention: Mr. [redacted] Contracting Officer (BA342)

Subject: Raytheon Volume I, Executive Summary

Reference: 1. Solicitation No. H98230-09-R-1482
2. Milestone letter for PERFECTCITIZEN dated September 11, 2009

Dear Mr. [redacted]

(b) (3) - P.L. 86-36

Raytheon Company is pleased to submit the enclosed Volume I, Executive Summary for the PERFECTCITIZEN solicitation in accordance with the Reference 2 milestone letter. This volume submittal is in compliance with the solicitation requirements.

Should you have any questions, please contact the undersigned.

Sincerely,

[redacted signature block]

(b) (3) - P.L. 86-36
(b) (6)

Raytheon Company

[redacted name]

[redacted email]@raytheon.com

Encl.: 1 unbound Master copy and 5 hard copies of Executive Summary
6 CDs



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NSA on 12-18-2012, FOIA
Case # 62332



MARYLAND PROCUREMENT OFFICE
9800 SAVAGE ROAD
FORT GEORGE G. MEADE, MD 20755-6720

IN REPLY REFER TO:
MPO - BA342 (KPK)

19 February 2010

[Redacted]

Raytheon Company
800 International Drive
Linthicum, MD 21090

(b) (3) - P.L. 86-36
(b) (6)

Dear [Redacted]

The Government wishes to open discussions concerning RFP H98230-09-R-1482. The primary purpose is to indicate any deficiencies and weaknesses in your proposal. The Government would like to conduct these discussions during the week of 22 February 2010. After discussions, you will be given the opportunity to submit a Final Proposal Revision, tentatively scheduled to be due on 5 March 2010.

Discussions will be held at the Maryland Procurement Office location. Up to a total of three individuals from your company may attend. Please coordinate the date and time of this meeting with me. I can be reached at 410-854-4073.

Thank You,

[Redacted Signature]

(b) (3) - P.L. 86-36

Contracting Officer

Approved for Release by NSA on
12-18-2012, FOIA Case # 62332

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted] - Vulnerability Analysis [redacted]

(U) TASK NUMBER: TTO 01101

(b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

[redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development, and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(U//~~FOUO~~) Using the SNAC Information Assurance Evaluation Methodology, perform a vulnerability analysis [REDACTED]

(b) (3) - P.L. 86-36

(U//~~FOUO~~) Phase 1: Define the Threat Model and Initial Scope

(U//~~FOUO~~) Phase 2: Collect Background Information

(U//~~FOUO~~) Phase 3: Functional Exploration

(U//~~FOUO~~) Phase 4: Security Analysis, Testing and Fingerprinting

(U//~~FOUO~~) Phase 5: Vulnerability Demonstration (Exploit Proof of Concept)

(U//~~FOUO~~) Phase 6: Documentation

(U) Travel: None

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(U) Project Planning and Design

(U) Project Management Plan [REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure [REDACTED] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Initial Threat Model and Scope (Phase 1) - In accordance with CSB policy and plans.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([REDACTED] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Cataloged/Indexed Knowledge Base of System Information (Phase 2)

(U) Refined Threat Model and Scope (Phase 2)

(U) Installation and Initial Setup (Phase 3)

(U) Functional Exploration/Testing Results (Phase 3)

(U) List of Security Features and Assumptions (Phase 3)

(U) System Component Interaction Analysis Results (Phase 4)

(U) Protocol Analysis Results (Phase 4)

(U) Software and Code Analysis Results (Phase 4)

(U) Operating Systems and Application Analysis Results (Phase 4)

(U) Description of Found Vulnerabilities, Fingerprints and Countermeasures (Phase 4)

(U) Demonstration of Exploits (Phase 5)

(U) Vulnerability Analysis Formal Report (Phase 6)

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//~~FOUO~~) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
------------	------------------	---------------

(U//~~FOUO~~) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
------------	--------------	---------------	------------------	------------------	-----------------------------

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
 Print Name: Organization: (b) (3) - P.L. 86-36
2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____
3. Contracting Officer: _____ Date: _____
 Print Name: Organization: BA342 (b) (3) - P.L. 86-36

FY10 TO 01101 COST BREAKOUT SUMMARY:

(b) (3) - P.L.

CATEGORIES OF LABOR w/HOURS:	Government Sbs	Contractor Sbs	TOTAL HOURS
	Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	0	0	0
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U/P/000) Junior Specialized Software Engineer	0	0	0
(U/P/000) Mid-level Specialized Software Engineer	200	0	200
(U/P/000) Senior Specialized Software Engineer	0	0	0
(U/P/000) Expert Specialized Software Engineer	250	0	250
(U) Mid-level Penetration Tester	600	0	600
(U) Senior Penetration Tester	1000	0	1000
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	100	0	100
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	500	0	500
(U) Expert Target Systems Analyst	100	0	100
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	2950	0	2950

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted]

[redacted]

(b) (3) - P.L. 86-36

(U) TASK NUMBER: TTO 01102

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

[redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

[redacted]

Derived From: NSA/CSSM I-52

Dated: 20070108

Declassify On: 20391123

(U//FOUO) Productize [REDACTED]
[REDACTED] previously researched.

(U) Travel: None

(b) (3) - P.L. 86-36

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(U) Project Planning and Design

(U) Project Management Plan ([REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([REDACTED] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([REDACTED] Template) - [REDACTED] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([REDACTED] format) - The PSR content is drawn from CDRL Data Item A001.

(b) (3) - P.L. 86-36

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([REDACTED] Template) - [REDACTED] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan (TNT Template) - [REDACTED] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014

Software Test Description (STD).

(U) Test Procedures ([REDACTED] Template) - The [REDACTED] template content is drawn from CDRL Data

Item A019, Test Procedure.

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [] (b) (3) - P.L. 86-36 and CDRL Data Item A029, Computer Software Product.

(U) User's Guide ([] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
------------	------------------	---------------

(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
------------	--------------	---------------	------------------	------------------	-----------------------------

~~SECRET~~

[Redacted]

(b) (1)

(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//FOUO) APPROVING OFFICIALS:

- 1. Contracting Officer's Representative: _____ Date: _____
 Print Name: [Redacted] Organization: [Redacted] (b) (3) - P.L. 86-36
- 2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____
- 3. Contracting Officer: _____ Date: _____
 Print Name: [Redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

[Redacted]

(b) (1)

(b) (3) - P.L. 86-36

FY10 TO 01102 COST BREAKOUT SUMMARY:
MSP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government Size Hours	Contractor Size Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	500	0	500
(U) Senior Production Software Engineer	1000	0	1000
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U//FOUO) Junior Specialized Software Engineer	0	0	0
(U//FOUO) Mid-level Specialized Software Engineer	0	0	0
(U//FOUO) Senior Specialized Software Engineer	500	0	500
(U//FOUO) Expert Specialized Software Engineer	250	0	250
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	100	0	100
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	500	0	500
(U) Technical Project Manager	500	0	500
(U) Expert Target Systems Analyst	100	0	100
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	3450	0	3450

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted]

(U) TASK NUMBER: TTO 01103 (b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

[redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development, and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

[redacted]

(S) [redacted]

[redacted]

Derived From: NSA/CSSM 1-52
Dated: 20070108
Declassify On: 20391123

~~SECRET~~(b) (1)
(b) (3) - P.L. 86-36

(U) Travel: None

(b) (1)
(b) (3) - P.L. 86-36**(U) TASK DELIVERABLES:**

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

~~SECRET~~(b) (1)
(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U) Test Results () Template) - () template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with () and CDRL Data Item A029, Computer Software Product.

(U) User's Guide () Template) - The () template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide () Template) - The () template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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(b) (1)
(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: Organization:

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: Organization: BA342

(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY10 TO 01100 COST BREAKOUT SUMMARY:
 NP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	200	0	200
(U) Senior Production Software Engineer	1000	0	1000
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	100	0	100
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	100	0	100
(U) Expert Production Hardware Engineer	0	0	0
(U) (P) (S) Junior Specialized Software Engineer	0	0	0
(U) (P) (S) Mid-level Specialized Software Engineer	0	0	0
(U) (P) (S) Senior Specialized Software Engineer	1000	0	1000
(U) (P) (S) Expert Specialized Software Engineer	250	0	250
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	100	0	100
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	500	0	500
(U) Technical Project Manager	500	0	500
(U) Expert Target Systems Analyst	100	0	100
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	3850	0	3850

TECHNICAL TASK ORDER

(U) TASK TITLE: FY10 [redacted]

(b) (3)-P.L. 86-36

(U) TASK NUMBER: TTO 01104

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(b) (1)
(b) (3)-P.L. 86-36

(S) [redacted] The objective of this acquisition is to further [redacted] technique development, and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

~~TOP SECRET~~ [REDACTED]

(b) (1)

(b) (3)-P.L. 86-36

~~(TS)~~ [REDACTED]

(U) Travel: There will be travel associated with testing. Dates and places TBD.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(b) (3)-P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan [REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([REDACTED] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification [REDACTED] Template) - The [REDACTED] Template content is drawn from CDR: Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design [REDACTED] Template) - [REDACTED] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([REDACTED] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan [REDACTED] Template) - [REDACTED] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan [REDACTED] Template) - [REDACTED] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures [REDACTED] Template) - The [REDACTED] template content is drawn from CDRL Data Item A019, Test Procedure.

~~TOP SECRET~~ [REDACTED]

(b) (1)

(b) (3)-P.L. 86-36

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide ([] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPPF or CPAF amount

(U//~~FOUO~~) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//~~FOUO~~) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

- 1. Contracting Officer's Representative: _____ Date: _____
 Print Name: [Redacted] Organization: [Redacted] (b) (3) - P.L. 86-36
- 2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____
- 3. Contracting Officer: _____ Date: _____
 Print Name: [Redacted] Organization: BA342 (b) (3) - P.L. 86-36

FY10 [] TO 01104 COST BREAKOUT SUMMARY:
M/P FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	1500	0	1500
(U) Senior Production Software Engineer	1000	0	1000
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U/PO) Junior Specialized Software Engineer	0	0	0
(U/PO) Mid-level Specialized Software Engineer	0	0	0
(U/PO) Senior Specialized Software Engineer	0	0	0
(U/PO) Expert Specialized Software Engineer	250	0	250
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	200	0	200
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	1000	0	1000
(U) Technical Project Manager	500	0	500
(U) Expert Target Systems Analyst	200	0	200
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	4650	0	4650

TECHNICAL TASK ORDER

(S) [redacted] TASK TITLE: FY10 [redacted]
[redacted]

(U) TASK NUMBER: TTO 02101

(U) TASK MODIFICATION NUMBER:

(b) (3) - P.L. 86-36

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(S) [redacted]

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

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(b) (1)

(b) (3) - P.L. 86-36

[REDACTED]

(U) Travel: None

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan [REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure [REDACTED] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification [REDACTED] Template) - The [REDACTED] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design [REDACTED] Template) - [REDACTED] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) [REDACTED] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan [REDACTED] Template) - [REDACTED] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan [REDACTED] Template) - [REDACTED] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures [REDACTED] Template) - The [REDACTED] template content is drawn from CDRL Data

~~SECRET~~

(b) (1)

(b) (3) - P.L. 86-36

Item A019, Test Procedure.

(U) Test Results [redacted] Template) - [redacted] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [redacted]

[redacted] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide ([redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([redacted] template) - The [redacted] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//~~FOUO~~) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//~~FOUO~~) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~

[Redacted]

(b) (1)

(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

~~(U//FOUO)~~ APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [Redacted] Organization: [Redacted] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [Redacted] Organization: BA342 (b) (3) - P.L. 86-36

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[Redacted]

(b) (1)

(b) (3) - P.L. 86-36

FTIC [redacted] FTO 02101 BASIC COST BREAKOUT SUMMARY:
MIP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor	TOTAL HOURS
	Std Hours	Hours	
(U) Jr. Production Software Engineer	500	0	500
(U) Mid-level Production Software Engineer	500	0	500
(U) Senior Production Software Engineer	500	0	500
(U) Expert Production Software Engineer	250	0	250
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) (P) (S) Junior Specialized Software Engineer	0	0	0
(U) (P) (S) Mid-level Specialized Software Engineer	0	0	0
(U) (P) (S) Senior Specialized Software Engineer	0	0	0
(U) (P) (S) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	500	0	500
(U) Technical Project Manager	666	0	666
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	2916	0	2916

TECHNICAL TASK ORDER

(U//~~FOUO~~) (U) TASK TITLE: FY10 [redacted] (b) (3) - P.L. 86-36

(U) TASK NUMBER: TTO 02102

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(b) (1)
(b) (3) - P.L. 86-36

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

[redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(U//~~FOUO~~) Using the SNAC Information Assurance Evaluation Methodology, perform a vulnerability analysis [redacted] The Phases are: (b) (3) - P.L. 86-36

Derived From: NSA/CSSM I-52

Dated: 20070108

Declassify On: 20391123

(b) (1)
(b) (3) - P.L. 86-36

- (U//~~FOUO~~) Phase 1: Define the Threat Model and Initial Scope
 (U//~~FOUO~~) Phase 2: Collect Background Information
 (U//~~FOUO~~) Phase 3: Functional Exploration
 (U//~~FOUO~~) Phase 4: Security Analysis, Testing and Fingerprinting
 (U//~~FOUO~~) Phase 5: Vulnerability Demonstration (Exploit Proof of Concept)
 (U//~~FOUO~~) Phase 6: Documentation

(U) Travel: None

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan [] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures [] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results [] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR). (b) (3)-P.L. 86-36

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [] and CDRL Data Item A029, Computer Software Product. (b) (3)-P.L. 86-36

(U) User's Guide [] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>

(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>

(U) MISCELLANEOUS: N/A

(U//FOUO) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [Redacted] Organization: [Redacted]

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [Redacted] Organization: BA342 (b) (3) - P.L. 86-36

FY10 [redacted] TO 02102 BASIC COST BREAKOUT SUMMARY:
 MIP FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	0	0	0
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) (P-040) Junior Specialized Software Engineer	0	0	0
(U) (P-040) Mid-level Specialized Software Engineer	500	0	500
(U) (P-040) Senior Specialized Software Engineer	0	0	0
(U) (P-040) Expert Specialized Software Engineer	500	0	500
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	500	0	500
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	500	0	500
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	666	0	666
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	2666	0	2666

TECHNICAL TASK ORDER

(S) [redacted] TASK TITLE: FY10 [redacted] [redacted]

(U) TASK NUMBER: TTO 02103

(E) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] technique development and mitigation by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(S) [redacted]

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(U) Travel: None

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy. Deliverables shall be delivered in hard copy only when specifically requested.

(U) Project Planning and Design

(b) (3) - P.L. 86-36

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014

Software Test Description (STD).

(U) Test Procedures ([redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results ([redacted] Template) - [redacted] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(b) (3) - P.L. 86-36

(U) Source Code - Produced and delivered in accordance with [redacted] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide ([redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

- 1. Contracting Officer's Representative: _____ Date: _____
 Print Name: [redacted] Organization: [redacted] (b) (3) - P.L. 86-36
- 2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____
- 3. Contracting Officer: _____ Date: _____
 Print Name: [redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FTIC [redacted] TO 02103 BASIC COST BREAKOUT SUMMARY:
MCP FUNDING

CATEGORIES OF LABOR & HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	500	0	500
(U) Mid-level Production Software Engineer	500	0	500
(U) Senior Production Software Engineer	500	0	500
(U) Expert Production Software Engineer	250	0	250
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) POOR Mid-level Specialized Software Engineer	0	0	0
(U) POOR Senior Specialized Software Engineer	0	0	0
(U) POOR Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	500	0	500
(U) Technical Project Manager	666	0	666
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	2916	0	2916

TECHNICAL TASK ORDER

(U//FOUO) (U) TASK TITLE: FY10 [redacted]

(U) TASK NUMBER: TTO 03101

(b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(S) [redacted]

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(b) (1)

(b) (3) - P.L. 86-36

[Redacted]

(U//~~FOUO~~) Development activities must follow applicable [Redacted] standards (based on IEEE software testing standards (development, documentation unit testing)).

(U//~~FOUO~~) Testing activities must follow applicable [Redacted] standards (based on IEEE software testing standards and Common Criteria information assurance standards).

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan ([Redacted] Template) - The [Redacted] Template content is drawn from L. 86-36 CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure [Redacted] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification [Redacted] Template) - The [Redacted] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design [Redacted] Template) - [Redacted] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) [Redacted] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

- (U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).
- (U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.
- (U) Configuration Item List -
- (U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).
- (U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.
- (U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).
- (U) Defect Log -
- (U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.
- (U) Source Code - Produced and delivered in accordance with [] and CDRL Data Item A029, Computer Software Product.
- (U) User's Guide ([] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.
- (U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.
- (U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>

(U//FOUO) FUNDING ALLOCATION:

~~SECRET~~

[Redacted]

(b) (1)

(b) (3)-P.L. 86-36

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
(U) MISCELLANEOUS: N/A					
(U//FOUO) APPROVING OFFICIALS:					
1. Contracting Officer's Representative: _____ Date: _____					
Print Name: [Redacted] Organization: [Redacted]					
2. Contractor's Signature: _____ Date: _____					
Print Name: _____ Company Name: _____					
3. Contracting Officer: _____ Date: _____					
Print Name: [Redacted] Organization: BA342					

(b) (3)-P.L. 86-36

~~SECRET~~

[Redacted]

(b) (1)

(b) (3)-P.L. 86-36

PPIC [redacted] TO 00101 BASIC COST BREAKOUT SUMMARY:
MP FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	1000	0	1000
(U) Mid-level Production Software Engineer	2000	0	2000
(U) Senior Production Software Engineer	1500	0	1500
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Embedded Engineer	1000	0	1000
(U) Senior Embedded Engineer	0	0	0
(U) Expert Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	500	0	500
(U) Senior Production Hardware Engineer	0	0	0
(U) Export Production Hardware Engineer	0	0	0
(U) (P) Junior Specialized Software Engineer	0	0	0
(U) (P) Mid-level Specialized Software Engineer	0	0	0
(U) (P) Senior Specialized Software Engineer	0	0	0
(U) (P) Export Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	1200	0	1200
(U) Export Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	7200	0	7200

~~SECRET~~

(b) (1)
(b) (3)-P.L. 86-36

TECHNICAL TASK ORDER

(U//~~FOUO~~) **TASK TITLE:** FY10 [redacted] - Research on [redacted]

(U) **TASK NUMBER:** TTO 03102

(U) **TASK MODIFICATION NUMBER:** [redacted] (b) (3)-P.L. 86-36

(U) **CONTRACT NUMBER:** H98230-10-C-

(U) **PERIOD OF PERFORMANCE:** Date of Award - 30 September 2010

(U) **PLACE OF PERFORMANCE:** Government Facility

(U) **NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOVT SPACES:**

(U) **SOW PARAGRAPH NO.:** Paragraph 2.0 (b) (3)-P.L. 86-36

(U) **SEVERABLE/NON-SEVERABLE:** NON-SEVERABLE

(U) **TASK DESCRIPTION:**

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

86-36

(S) [redacted]

(U//~~FOUO~~) Phase 1: Collect Background Information

(U//~~FOUO~~) Phase 2: Functional Exploration

(U//~~FOUO~~) Phase 3: Vulnerability Discovery

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(b) (1)
(b) (3)-P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3)-P.L. 86-36

(U//FOUO) Phase 4: Documentation

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015,

Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [redacted]

[redacted] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide. (b) (3)-P.L. 86-36

(U) Installation/Administration Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~



(b) (1)

(b) (3)-P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~)-APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____ (b) (3)-P.L. 86-36
Print Name: Organization:

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: Organization: BA342 (b) (3)-P.L. 86-36

~~SECRET~~



(b) (1)

(b) (3)-P.L. 86-36

FY10 [redacted] TO 03102 COST BREAKOUT SUMMARY:
M&P FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	2000	0	2000
(U) Senior Production Software Engineer	500	0	500
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	1000	0	1000
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Priority Junior Specialized Software Engineer	0	0	0
(U) Priority Mid-level Specialized Software Engineer	0	0	0
(U) Priority Senior Specialized Software Engineer	0	0	0
(U) Priority Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technist Project Manager	400	0	400
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	2	0	2
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
	3202	0	3202

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(b) (1)
(b) (3) - P.L. 86-36

TECHNICAL TASK ORDER

(U//FOUO) (U) TASK TITLE: FY10 [redacted] - Operations Support for [redacted]

(U) TASK NUMBER: TTO 03103

(b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(b) (1)
(b) (3) - P.L. 86-36

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

[redacted]

(S) [redacted]

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(b) (1)
(b) (3) - P.L. 86-36

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

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(b) (1)
(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)

(b) (3) - P.L. 86-36

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with []

[] and CDRL Data Item A029, Computer Software Product.

~~SECRET~~

(b) (1)

(b) (3) - P.L. 86-36

(U) User's Guide [] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [redacted] Organization: [redacted] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FTSD [redacted] TTD 00103 COST BREAKOUT SUMMARY:
MP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	1000	0	1000
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Policy/Junior Specialized Software Engineer	0	0	0
(U) Policy/Mid-level Specialized Software Engineer	0	0	0
(U) Policy/Senior Specialized Software Engineer	0	0	0
(U) Policy/Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	100	0	100
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
	1100	0	1100

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted] Maintenance of [redacted]

(U) TASK NUMBER: TTO 03104

(U) TASK MODIFICATION NUMBER: [redacted] (b) (3) - P.L. 86-36

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

(S) [redacted] Specifically for this TTO, the Government requires that the Contractor provide system maintenance and lab management support of existing products as well as maintenance and improvement of the development, demo, and test environments. [redacted]

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

Derived From: NSA/CSSM 1-52
 Dated: 20070108
 Declassify On: 20391123
 (b) (1)
 (b) (3) - P.L. 86-36

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from L. 86-36 CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with [] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide. (b) (3) - P.L. 86-36

(U) Installation/Administration Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPPF or CPAF amount

(U//~~FOUO~~) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//~~FOUO~~) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~

[Redacted]

(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [Redacted] Organization: [Redacted] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [Redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

[Redacted]

(b) (1)
(b) (3) - P.L. 86-36

FY10 [redacted] TTD 03104 COST BREAKOUT SUMMARY:
MFP FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	1000	0	1000
(U) Mid-level Production Software Engineer	1000	0	1000
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	500	0	500
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) (Priority) Junior Specialized Software Engineer	0	0	0
(U) (Priority) Mid-level Specialized Software Engineer	0	0	0
(U) (Priority) Senior Specialized Software Engineer	0	0	0
(U) (Priority) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	200	0	200
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
	2700	0	2700

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(b) (1)
(b) (3) - P.L. 86-36

TECHNICAL TASK ORDER

(U//~~FOUO~~) (U) TASK TITLE: FY10 [redacted] - Vulnerability Analysis of [redacted]

(U) TASK NUMBER: TTO 03105 (b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C- (b) (1)
(b) (3) - P.L. 86-36

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through [redacted]

[redacted]

(S) [redacted]

- (U//~~FOUO~~) Phase 1: Define the Threat Model and Initial Scope
- (U//~~FOUO~~) Phase 2: Collect Background Information
- (U//~~FOUO~~) Phase 3: Functional Exploration
- (U//~~FOUO~~) Phase 4: Security Analysis, Testing, and Fingerprinting
- (U//~~FOUO~~) Phase 5: Vulnerability Demonstration (Exploit Proof of Concept)

Derived From: NSA/CSSM 1-52
Dated: 20070108
Declassify On: 20391123

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U//~~FOUO~~) Phase 6: Documentation

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002..

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Vulnerability Analysis Report (component and systems based)

(U) Threat Analysis Report (component and system based) - to include all system hardware, software, COTS implementation and issues relating to specific configurations.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPPF or CPAF amount

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U//~~FOUO~~) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//~~FOUO~~) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: Organization:

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: Organization: BA342

(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY11 [redacted] TO 03105 COST BREAKOUT SUMMARY:
MP FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	0	0	0
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	0	0	0
(U) Senior Specialized Software Engineer	0	0	0
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	1000	0	1000
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	100	0	100
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
	1100	0	1100

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted] - Production Project [redacted]

(U) TASK NUMBER: TTO 04101

(b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(b) (1)
(b) (3) - P.L. 86-36

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

(S) [redacted]

(S) [redacted]

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

[Redacted]
(S) [Redacted]

(U//~~FOUO~~) Development activities must follow applicable [Redacted] standards (based on IEEE software testing standards (development, documentation unit testing)).

(U//~~FOUO~~) Testing activities must follow applicable [Redacted] standards (based on IEEE software testing standards and Common Criteria information assurance standards).

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan [Redacted] Template) - The [Redacted] Template content is drawn from L. 86-36 CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure [Redacted] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([Redacted] Template) - The [Redacted] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([Redacted] Template) - [Redacted] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([Redacted] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

- (U) Interface Control Document (ICD) - CDRL Data Item A024.
- (U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).
- (U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.
- (U) Configuration Item List -
- (U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).
- (U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.
- (U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).
- (U) Defect Log -
- (U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.
- (U) Source Code - Produced and delivered in accordance with [] and CDRL Data Item A029, Computer Software Product.
- (U) User's Guide ([] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.
- (U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.
- (U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT
 (U) Lessons Learned

- (U) COST BREAKOUT SUMMARY:** See attached spreadsheet for LOE. Include the following cost elements in your summary:
- Direct labor rate
 - Total amount (hours X rate)
 - Estimated Direct Labor Costs
 - Overhead rate and amount
 - Subtotal Labor plus O/H
 - G&A rate
 - Subtotal direct costs
 - FCCM
 - Other Direct Costs
 - Fee
 - Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
(U//FOUO) FUNDING ALLOCATION:		
<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>
	<u>MATERIALS</u>	<u>AWARD FEE</u>
		<u>TOTAL TTO ALLOCATION</u>
(U) MISCELLANEOUS: N/A		
(U//FOUO) APPROVING OFFICIALS:		
1. Contracting Officer's Representative: _____ Date: _____		
Print Name:	<input type="text"/>	Organization: <input type="text"/>
2. Contractor's Signature: _____ Date: _____		
Print Name:	_____	Company Name: _____
3. Contracting Officer: _____ Date: _____		
Print Name:	<input type="text"/>	Organization: BA342

(b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY10 [] TO 04161 COST BREAKOUT SUMMARY:

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) J. Production Software Engineer	2555	0	2555
(U) Mid-level Production Software Engineer	3590	0	3590
(U) Senior Production Software Engineer	1150	0	1150
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	1650	0	1650
(U) Senior Production Embedded Engineer	0	0	0
(U) Export Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	500	0	500
(U) Senior Production Hardware Engineer	0	0	0
(U) Export Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	0	0	0
(U) Senior Specialized Software Engineer	0	0	0
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	1200	0	1200
(U) Export Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	10605	0	10605

TECHNICAL TASK ORDER

(U//~~FOUO~~)

(U) TASK TITLE: FY10 [redacted] - Research on [redacted]

(U) TASK NUMBER: TTO 04102

(b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(b) (1)
(b) (3) - P.L. 86-36

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

[redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through a contractual relationship. [redacted]

(S) [redacted] Specifically for tis TTO, the Government requires the contractor, using industry common forensic analysis tools and techniques, and industry accepted research methodologies, perform multi-modal research [redacted]

[redacted] The phases are:

(U//~~FOUO~~) Phase 1: Collect Background Information

(U//~~FOUO~~) Phase 2: Functional Exploration

(U//~~FOUO~~) Phase 3: Vulnerability Discovery

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(U//~~FOUO~~) Phase 4: Documentation

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(b) (3) - P.L. 86-36

(U) Project Management Plan () Template) - The () Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure () Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification () Template) - The () Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design () Template) - () Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) () format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan () Template) - () template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan () Template) - () template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures () Template) - The () template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results [] Template - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with []

(b) (3) - P.L. 86-36

[] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide ([] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.

(U) Installation/Administration Guide ([] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [redacted] Organization: [redacted] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY10 [redacted] T10 04102 COST BREAKOUT SUMMARY:
 MIP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	1000	0	1000
(U) Mid-level Production Software Engineer	3100	0	3100
(U) Senior Production Software Engineer	600	0	600
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	1625	0	1625
(U) Senior Specialized Software Engineer	1675	0	1675
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	400	0	400
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	6300	0	6300

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted] - Operations Support for [redacted]

(U) TASK NUMBER: TTO 04103

(U) TASK MODIFICATION NUMBER:

(b) (3) - P.L. 86-36

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(b) (1)
(b) (3) - P.L. 86-36

(b) (1)
(b) (3) - P.L. 86-36

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through [redacted]

(S) [redacted] Specifically for this TTO, the Government requires that the contractor provide system operational and analysis support [redacted]

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan ([] Template) - The [] Template content is drawn from P.L. 86-36 CDRL Data Item A025, Software Development Plan (SDP).

(U) Work Breakdown Structure ([] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification ([] Template) - The [] Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design ([] Template) - [] Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) ([] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan ([] Template) - [] template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan ([] Template) - [] template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures ([] Template) - The [] template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results ([] Template) - [] template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with []

[] and CDRL Data Item A029, Computer Software Product.

(U) User's Guide [] Template) - The [] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide. (b) (3) - P.L. 86-36

(U) Installation/Administration Guide [] Template) - The [] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
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~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U) MISCELLANEOUS: N/A

(U//~~FOUO~~) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
Print Name: [redacted] Organization: [redacted] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
Print Name: [redacted] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY10 TO Q4103 COST BREAKOUT SUMMARY:
MIP FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	1000	0	1000
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	0	0	0
(U) Senior Specialized Software Engineer	0	0	0
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	100	0	100
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	1100	0	1100

TECHNICAL TASK ORDER

(U//FOUO) TASK TITLE: FY10 [redacted] - Maintenance of [redacted]

(U) TASK NUMBER: TTO 04104 (b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(b) (1)
(b) (3) - P.L. 86-36 (U) PERIOD OF PERFORMANCE: Date of Award - 30 September 2010

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0 (b) (1)
(b) (3) - P.L. 86-36

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

~~(S)~~ [redacted]

~~(S)~~ [redacted] The objective of this acquisition is to further [redacted] and technique development by expanding the technical capacity and knowledge base of the existing [redacted] work force through [redacted]

~~(S)~~ [redacted] For this specific TTO, the Government requires the contractor provide system maintenance and lab management support of existing products as well as maintenance and improvement of the development, demo, and test environments. [redacted]

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

Derived From: NSA/CSSM 1-52

Dated: 20070108

Declassify On: 20391123

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(U) Project Planning and Design

(U) Project Management Plan () Template) - The () Template content is drawn from CDRL Data Item A025, Software Development Plan (SDP). (b) (3) - P.L. 86-36

(U) Work Breakdown Structure () Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Software Requirements Specification () Template) - The () Template content is drawn from CDRL Data Item A010, Software Requirements Specification (SRS).

(U) High-Level Design () Template) - () Template content is drawn from CDRL Data Item A026, System/Subsystem Design Description (SSDD).

(U) Software Product Specification - In accordance with the CDRL Data Item A016, Software Product Specification (SPS) - specifically paragraph 4. a, b, c, d, e, f, and g. The SPS document shall be structured as outlines in the DID.

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) () format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Requirements Traceability Matrix - Top Level, Tier 1, Tier 2

(U) Interface Design Descriptions (IDD) - CDRL Data Item A027.

(U) Interface Control Document (ICD) - CDRL Data Item A024.

(U) Low-Level Design - In accordance with CSD policies and standards (Generated from source code with embedded Doxygen documentation tags).

(U) Configuration Management Plan () Template) - () template content is drawn from CDRL Data Item A023, Contractor's Configuration Management Plan.

(U) Configuration Item List -

(U) Test Plan () Template) - () template content is drawn from CDRL Data Item A018, Test Plan; CDRL Data Item A013, Software Test Plan (STP); and CDRL Data Item A014 Software Test Description (STD).

(U) Test Procedures () Template) - The () template content is drawn from CDRL Data Item A019, Test Procedure.

(U) Test Results () Template) - () template content is drawn from CDRL Data Item A015, Software Test Report (STR).

(U) Defect Log -

(U) Automated (Programmatic) Tests - In accordance with CSD policies and guidance.

(U) Source Code - Produced and delivered in accordance with ()

[redacted] and CDRL Data Item A029, Computer Software Product.
 (U) User's Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A028, Software User Manual (SUM) and CDRL Data Item A028, Software Programmer's Guide.
 (U) Installation/Administration Guide [redacted] Template) - The [redacted] template content is drawn from CDRL Data Item A030, Software Programmer's Guide.
 (U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) Project Closeout
 (U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:
 Direct labor rate
 Total amount (hours X rate)
 Estimated Direct Labor Costs
 Overhead rate and amount
 Subtotal Labor plus O/H
 G&A rate
 Subtotal direct costs
 FCCM
 Other Direct Costs
 Fee
 Total CPFF or CPAF amount

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>

(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>

(U) MISCELLANEOUS: N/A

(U/~~FOUO~~) APPROVING OFFICIALS:

- 1. Contracting Officer's Representative: _____ Date: _____
 Print Name: [Redacted] Organization: [Redacted] (b) (3)-P.L. 86-36
- 2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____
- 3. Contracting Officer: _____ Date: _____
 Print Name: [Redacted] Organization: BA342 (b) (3)-P.L. 86-36

FY11 [REDACTED] FTO 04104 COST BREAKOUT SUMMARY:
M&P FUNDING

CATEGORIES OF LABOR w/HOURS:	Government	Contractor Site	TOTAL HOURS
	Site Hours	Hours	
(U) Jr. Production Software Engineer	1540	0	1540
(U) Mid-level Production Software Engineer	795	0	795
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	500	0	500
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	0	0	0
(U) Senior Specialized Software Engineer	0	0	0
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	0	0	0
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	200	0	200
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	3035	0	3035

TECHNICAL TASK ORDER

(U//~~FOUO~~) (S) TASK TITLE: FY10 [redacted] - Vulnerability Analysis of [redacted]

(U) TASK NUMBER: TTO 04105 (b) (3) - P.L. 86-36

(U) TASK MODIFICATION NUMBER:

(U) CONTRACT NUMBER: H98230-10-C-

(U) PERIOD OF PERFORMANCE: Date of Award -- 30 September 2010 (b) (1)
(b) (3) - P.L. 86-36

(U) PLACE OF PERFORMANCE: Government Facility

(U) NUMBER OF CONTRACTOR SPACES ALLOCATED IN GOV'T SPACES:

(U) SOW PARAGRAPH NO.: Paragraph 2.0 (b) (1)
(b) (3) - P.L. 86-36

(U) SEVERABLE/NON-SEVERABLE: NON-SEVERABLE

(U) TASK DESCRIPTION:

(S) [redacted]

(S) [redacted]

(S) [redacted]

(S) [redacted]

(U//~~FOUO~~) Phase 1: Define the Threat Model and Initial Scope
(U//~~FOUO~~) Phase 2: Collect Background Information
(U//~~FOUO~~) Phase 3: Functional Exploration
(U//~~FOUO~~) Phase 4: Security Analysis, Testing, and Fingerprinting
(U//~~FOUO~~) Phase 5: Vulnerability Demonstration (Exploit Proof of Concept)

Derived From: NSA/CSSM 1-52
Dated: 20070108
Declassify On: 20391123

(U//FOUO) Phase 6: Documentation

(U) Travel: As required. Include up to 10 weeks of travel cost (per person basis) to the United States west coast.

(U) TASK DELIVERABLES:

(U) All deliverables shall be delivered in soft copy and only when requested in hard copy.

(b) (3) - P.L. 86-36

(U) Project Planning and Design

(U) Project Management Plan [] Template) - The [] Template content is drawn from CDRL Data Item A027, Software Development Plan (SDP).

(U) Work Breakdown Structure [] Template, WBS ChartPro)

(U) Initial Schedule (MS Project)

(U) Project Control

(U) Weekly Project Status Report - The contractors on the TTO shall provide weekly status updates in accordance with CSD guidance. The weekly updates include a minimum schedule (for each task - % complete, hours remaining), task status, and weekly issues and risks updates.

(U) Monthly Funds and Man-Hours Expenditure Report (FMHER) CDRL Data Item A002.

(U) Project Status Report (PSR) [] format) - The PSR content is drawn from CDRL Data Item A001.

(U) Project Execution

(U) Vulnerability Analysis Report (component and systems based)

(U) Threat Analysis Report (component and system based) - to include all system hardware, software, COTS implementation and issues relating to specific configurations.

(U) Engineering Notes - In accordance with CSD procedures and policies (internal Wiki).

(U) PROJECT CLOSEOUT

(U) Lessons Learned

(U) COST BREAKOUT SUMMARY: See attached spreadsheet for LOE. Include the following cost elements in your summary:

- Direct labor rate
- Total amount (hours X rate)
- Estimated Direct Labor Costs
- Overhead rate and amount
- Subtotal Labor plus O/H
- G&A rate
- Subtotal direct costs
- FCCM
- Other Direct Costs
- Fee
- Total CPFF or CPAF amount

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

(U//FOUO) ACCOUNTING AND APPROPRIATIONS:

<u>ACR</u>	<u>FUND CITE</u>	<u>AMOUNT</u>
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(U//FOUO) FUNDING ALLOCATION:

<u>ACR</u>	<u>LABOR</u>	<u>TRAVEL</u>	<u>MATERIALS</u>	<u>AWARD FEE</u>	<u>TOTAL TTO ALLOCATION</u>
------------	--------------	---------------	------------------	------------------	-----------------------------

(U) MISCELLANEOUS: N/A

(U//FOUO) APPROVING OFFICIALS:

1. Contracting Officer's Representative: _____ Date: _____
 Print Name: [] Organization: [] (b) (3) - P.L. 86-36

2. Contractor's Signature: _____ Date: _____
 Print Name: _____ Company Name: _____

3. Contracting Officer: _____ Date: _____
 Print Name: [] Organization: BA342 (b) (3) - P.L. 86-36

~~SECRET~~

(b) (1)
(b) (3) - P.L. 86-36

FY10 [redacted] TTD 04103 COST BREAKOUT SUMMARY:
MIP FUNDING

(b) (3) - P.L. 86

CATEGORIES OF LABOR w/HOURS:	Government Site Hours	Contractor Site Hours	TOTAL HOURS
(U) Jr. Production Software Engineer	0	0	0
(U) Mid-level Production Software Engineer	0	0	0
(U) Senior Production Software Engineer	0	0	0
(U) Expert Production Software Engineer	0	0	0
(U) Mid-level Production Embedded Engineer	0	0	0
(U) Senior Production Embedded Engineer	0	0	0
(U) Expert Production Embedded Engineer	0	0	0
(U) Mid-level Production Hardware Engineer	0	0	0
(U) Senior Production Hardware Engineer	0	0	0
(U) Expert Production Hardware Engineer	0	0	0
(U) Junior Specialized Software Engineer	0	0	0
(U) Mid-level Specialized Software Engineer	0	0	0
(U) Senior Specialized Software Engineer	0	0	0
(U) Expert Specialized Software Engineer	0	0	0
(U) Mid-level Penetration Tester	605	0	605
(U) Senior Penetration Tester	0	0	0
(U) Mid-level Systems Security Engineer	0	0	0
(U) Senior Systems Security Engineer	0	0	0
(U) Mid-level Lab Systems Administrator	0	0	0
(U) Senior Lab Systems Administrator	0	0	0
(U) Systems Engineer	0	0	0
(U) Technical Project Manager	100	0	100
(U) Expert Target Systems Analyst	0	0	0
(U) Program Manager	0	0	0
(U) Lab Manager	0	0	0
(U) Administrative Specialist	0	0	0
(U) Access Control Specialist	0	0	0
TOTALS	605	0	605

2. CONTRACT (Proc Reg) (Item) (PRI) H98230-10-D-0133
 3. EFFECTIVE DATE 2010/06/14
 4. REQUISITION PURCHASE REQUEST PROJECT NO. N/A
 5. ISSUED BY Buyer/Symbol: [Redacted] CODE H98230
 Maryland Procurement Office
 9800 Savage Road (SAB3)
 Fort George G. Meade, MD 20755 Phone: [Redacted]
 6. ADMINISTERED BY (if other than item 5) CODE [Redacted]

(b) (3) - P.L. 86-36

7. NAME (and) (if applicable) OF CONTRACTOR (Name, Street, City, County, State and ZIP Code) (410)981-8326 048897387
 Aim: [Redacted]
 RAYTHEON COMPANY
 RAYTHEON
 800 International Dr
 Linthicum Heights, MD 21090-2224
 8. DELIVERY FOB ORIGIN OTHER (See Below)
 9. DISCOUNT FOR PROMPT PAYMENT
 % Days Other: Nat:30
 10. SURRY INVOICES (if copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

(b) (3) - P.L. 86-36
(b) (6)

11. SHIP TO MARK FOR CODE FACILITY CODE
 Dorsey Road Warehouse - Mpo
 1472 Dorsey Road
 Door #1, 2, Or 3
 Hanover, MD 21076
 12. PAYMENT WILL BE MADE BY CODE H98230
 Finance and Accounting Office
 P.O. Box 1885
 Ft. Meade, MD 20755-8000
 (443)854-3700
 REF: H98230-10-D-0133

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304 (C)(6) 41 U.S.C. 253 (1)
 14. ACCOUNTING AND APPROPRIATION DATA
 See Section G.1

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1010	This is a Cost Plus Fixed Fee, Level of Effort Contract				

15G. NOT TO EXCEED \$ 90,967,219.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(A)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	40
X	B	SUPPLIES OR SERVICES AND PRICES / COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	60
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERY OR PERFORMANCE	9	L	INSTR., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	8	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	16				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT
 (Contractor is required to sign this document and return _____ copies to issuing office.)
 Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The right and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document)
 Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award commences the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
 (b) (3) - P.L. 86-36
(b) (6)

19A. NAME AND TITLE OF CONTRACTOR (to sign) [Redacted]
 19C. DATE SIGNED 6/17/2010
 20A. NAME OF CONTRACTING OFFICER [Redacted]
 20C. DATE SIGNED JUN 14 2010

(b) (3) - P.L. 86

Approved for Release by NSA on 12-18-2012, FOIA Case # 62332

2. CONTRACT (Proc. Inst. Ident.) NO. H98230-10-D-0133

3. EFFECTIVE DATE

4. REQUISITION PURCHASE REQUEST PROJECT NO. N/A

5. ISSUED BY Buyer/Symbol: (BA342) CODE H98230 Maryland Procurement Office 9800 Savage Road (SAB3) Fort George G. Meade, MD 20755 Phone:

6. ADMINISTERED BY (If other than item 5) CODE (b) (3) - P.L. 86-36

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) (410)981-6326 048697387 Attn: RAYTHEON COMPANY RAYTHEON (b) (3) - P.L. 86-36 (b) (6) 800 International Dr Linthicum Heights, MD 21090-2224

8. DELIVERY FOB ORIGIN OTHER (See Below)

9. DISCOUNT FOR PROMPT PAYMENT % Days Other: Net:30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

11. SHIP TO MARK FOR CODE 8T141 FACILITY CODE Dorsey Road Warehouse - Mpo CODE 1472 Dorsey Road Door #1, 2, Or 3 Hanover, MD 21076

12. PAYMENT WILL BE MADE BY CODE H98230 Finance and Accounting Office P.O. Box 1685 Ft. Meade, MD 20755-6000 (443)654-3700

REF: H98230-10-D-0133

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(C)(6) 41 U.S.C. 253()

14. ACCOUNTING AND APPROPRIATION DATA See Section G.1

Table with 4 columns: 15A. ITEM NO., 15B. SUPPLIES/SERVICES, 15C. QUANTITY, 15D. UNIT, 15E. UNIT PRICE, 15F. AMOUNT. Row 1: IDIQ, This is a Cost Plus Fixed Fee, Level of Effort Contract

15G. NOT TO EXCEED \$ 90,967,219.00

16. TABLE OF CONTENTS

Table with 4 columns: (X) SEC., DESCRIPTION, PAGE(S), (X) SEC., DESCRIPTION, PAGE(S). Includes sections: PART I - THE SCHEDULE, PART II - CONTRACT CLAUSES, PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH., PART IV - REPRESENTATIONS AND INSTRUCTIONS.

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The right and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER (b) (3) - P.L. 86

19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)

20C. DATE SIGNED

SECTION B - SUPPLIES/SERVICES

B.1 IDIQ Min and Max

The minimum buy amount for this Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract is \$2,000,000.00 and 16,040 hours. The maximum buy amount for this IDIQ contract is \$90,967,219.00 and 801,974 hours.

(End of Clause)

B.2 ESTIMATED COST AND CONSIDERATION

(a) It is estimated that the total cost of the work under this contract will be \$82,350,047.00, exclusive of the contractor's fee.

(b) As consideration for its undertakings, the contractor shall receive the following:

(1) Reimbursement for costs, as provided under clause of this title.

(2) A fixed fee in the amount of \$ _____*, which fee, together with the reimbursement for costs provided under clause of this title, shall constitute complete compensation for the contractor's work under this contract. Payment of a fixed fee will be made commensurate with the acceptable extent of program work performed, subject to the withholding provision contained in the contract clause entitled "Fixed Fee" (FAR 52.216-8).

* The negotiated fee amount for each delivery order will be stated through the incorporation of this clause on each order.

(End of Clause)

B.3 Notice To Contractors

NOTICE TO CONTRACTORS. As required in Section G, ALL INVOICES SHALL refer back to each Contract Line Item Number (CLIN), Sub-Line Item Number (SLIN) and Accounting Classification Reference Number (ACRN) as set forth in each delivery order.

B.4 Scope Of Work

The contractor shall:

A) Provide the necessary materials, facilities, equipment and services of skilled professional engineering and technical personnel to fulfill the requirements set forth in the attached Statement of Work, "Statement of Work for PERFECT CITIZEN", dated 30 June 2009, 31 pages.

B) Provide technical data in accordance with the DD Form 1423, Contract Data Requirements List, 15 pages, and related Data Item Descriptions, dated 09 June 2009.

B.5 352.216-9002 LEVEL OF EFFORT (LOE) - CONTRACT (MAR 1994)

(a) The contractor agrees to provide the total level of effort specified below in performance of the work described herein. The total level of effort for the performance of any resultant contract shall be 405,310 hours of direct labor (including subcontractor direct labor hours) and 0 hours of uncompensated overtime.

(b) The estimated composition of the total level of effort is as follows:

(Date of Award - 30 September 2010)

Labor Classification

Labor Category
Jr. Production Software Engineer
Mid-level Production Software Engineer

Fixed Fee Per Hour

(b) (4)

SECTION B - SUPPLIES/SERVICES

Senior Production Software Engineer
 Expert Production Software Engineer
 Mid-level Production Embedded Engineer
 Senior Production Embedded Engineer
 Expert Production Embedded Engineer
 Mid-level Production Hardware Engineer
 Senior Production Hardware Engineer
 Expert Production Hardware Engineer
 Junior Specialized Software Engineer
 Mid-Level Specialized Software Engineer
 Senior Specialized Software Engineer
 Expert Specialized Software Engineer
 Mid-level Penetration Tester
 Senior Penetration Tester
 Mid-level Systems Security Engineer
 Senior Systems Security Engineer
 Mid-level Lab Systems Administrator
 Senior Lab Systems Administrator
 Systems Engineer
 Technical Project Manager
 Expert Target Systems Analyst
 Program Manager
 Administrative Specialist
 Access Control Specialist
 Lab Manager
 Functional Support



(b) (4)

Travel NTE: \$ 75,000.00
 Materials NTE: \$ 45,000.00
 Total ODCs NTE: \$120,000.00

(01 October 2010 - 30 September 2011)

Labor Classification

Labor Category
 Jr. Production Software Engineer
 Mid-level Production Software Engineer
 Senior Production Software Engineer
 Expert Production Software Engineer
 Mid-level Production Embedded Engineer
 Senior Production Embedded Engineer
 Expert Production Embedded Engineer
 Mid-level Production Hardware Engineer
 Senior Production Hardware Engineer
 Expert Production Hardware Engineer
 Junior Specialized Software Engineer
 Mid-level Specialized Software Engineer
 Senior Specialized Software Engineer
 Expert Specialized Software Engineer
 Mid-level Penetration Tester
 Senior Penetration Tester
 Mid-level Systems Security Engineer
 Senior Systems Security Engineer
 Mid-level Lab Systems Administrator
 Senior Lab Systems Administrator
 Systems Engineer
 Technical Project Manager
 Expert Target Systems Analyst
 Program Manager
 Administrative Specialist
 Access Control Specialist
 Lab Manager
 Functional Support

Fixed Fee Per Hour



(b) (4)

Travel NTE: \$ 75,000.00
 Materials NTE: \$ 45,000.00
 Total ODCs NTE: \$120,000.00

SECTION B - SUPPLIES/SERVICES

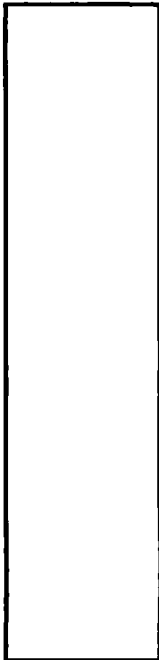
(01 October 2011 - 30 September 2012)

Labor Classification

Labor Category

Fixed Fee Per Hour

- Jr. Production Software Engineer
- Mid-level Production Software Engineer
- Senior Production Software Engineer
- Expert Production Software Engineer
- Mid-level Production Embedded Engineer
- Senior Production Embedded Engineer
- Expert Production Embedded Engineer
- Mid-level Production Hardware Engineer
- Senior Production Hardware Engineer
- Expert Production Hardware Engineer
- Junior Specialized Software Engineer
- Mid-level Specialized Software Engineer
- Senior Specialized Software Engineer
- Expert Specialized Software Engineer
- Mid-level Penetration Tester
- Senior Penetration Tester
- Mid-level Systems Security Engineer
- Senior Systems Security Engineer
- Mid-level Lab Systems Administrator
- Senior Lab Systems Administrator
- Systems Engineer
- Technical Project Manager
- Expert Target Systems Analyst
- Program Manager
- Administrative Specialist
- Access Control Specialist
- Lab Manager
- Functional Support



(b) (4)

Travel

NTE: \$ 75,000.00

Materials

NTE: \$ 45,000.00

Total ODCs

NTE: \$120,000.00

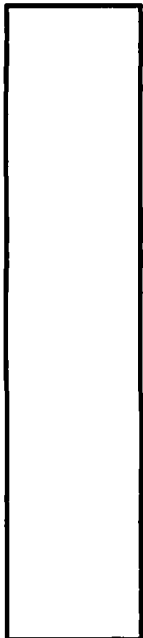
(01 October 2012 - 30 September 2013)

Labor Classification

Labor Category

Fixed Fee Per Hour

- Jr. Production Software Engineer
- Mid-level Production Software Engineer
- Senior Production Software Engineer
- Expert Production Software Engineer
- Mid-level Production Embedded Engineer
- Senior Production Embedded Engineer
- Expert Production Embedded Engineer
- Mid-level Production Hardware Engineer
- Senior Production Hardware Engineer
- Expert Production Hardware Engineer
- Junior Specialized Software Engineer
- Mid-level Specialized Software Engineer
- Senior Specialized Software Engineer
- Expert Specialized Software Engineer
- Mid-level Penetration Tester
- Senior Penetration Tester
- Mid-level Systems Security Engineer
- Senior Systems Security Engineer
- Mid-level Lab Systems Administrator
- Senior Lab Systems Administrator
- Systems Engineer
- Technical Project Manager
- Expert Target Systems Analyst
- Program Manager
- Administrative Specialist
- Access Control Specialist
- Lab Manager
- Functional Support



(b) (4)

SECTION B - SUPPLIES/SERVICES

Travel	NTE: \$ 75,000.00
Materials	NTE: \$ 45,000.00
Total ODCs	NTE: \$120,000.00

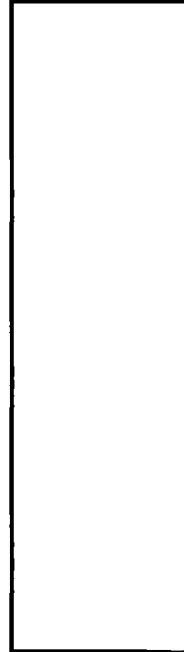
(01 October 2013 - 30 September 2014)

Labor Classification

Labor Category

- Jr. Production Software Engineer
- Mid-level Production Software Engineer
- Senior Production Software Engineer
- Expert Production Software Engineer
- Mid-level Production Embedded Engineer
- Senior Production Embedded Engineer
- Expert Production Embedded Engineer
- Mid-level Production Hardware Engineer
- Senior Production Hardware Engineer
- Expert Production Hardware Engineer
- Junior Specialized Software Engineer
- Mid-level Specialized Software Engineer
- Senior Specialized Software Engineer
- Expert Specialized Software Engineer
- Mid-level Penetration Tester
- Senior Penetration Tester
- Mid-level Systems Security Engineer
- Senior Systems Security Engineer
- Mid-level Lab Systems Administrator
- Senior Lab Systems Administrator
- Systems Engineer
- Technical Project Manager
- Expert Target Systems Analyst
- Program Manager
- Administrative Specialist
- Access Control Specialist
- Lab Manager
- Functional Support

Fixed Fee Per Hour



(b) (4)

Travel	NTE: \$ 75,000.00
Materials	NTE: \$ 45,000.00
Total ODCs	NTE: \$120,000.00

(c) Effort performed in fulfilling the total level of effort specified above shall only include effort in direct support of any resultant contract and shall not include effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at the employee's residence or other non-work locations, or other effort which does not have a specific and direct contribution to tasks described herein.

(d) Within 60 days after completion of the contract term, the contractor shall submit to the Contracting Officer an estimate of the total costs incurred and the total level of effort expended in performance of the contract. All submissions shall include subcontractor information. The Contracting Officer will determine any reduction to the fixed-fee of the contract (references to "fixed-fee" should be considered "base fee" under cost plus award-fee contracts) as follows:

$$\text{Adjusted Fee} = \text{Fixed Fee} \times [1 - (\text{Prop. Reg. Hrs} + \text{Prop. UCOT Hrs}) - (\text{Exp. Reg. Hrs} + \text{Exp. UCOT Hrs}) / (\text{Prop. Reg. Hrs} + \text{Prop. UCOT Hrs})]$$

Additional fee will not be given for expended hours in excess of the total level of effort specified in paragraph (a) above when determining the final fixed-fee amount. In addition, notwithstanding the number of labor hours actually expended, when applying this formula, the amount for "Expended Regular Hrs (Exp. Reg. Hrs)" will not be greater than "Proposed Regular Hours (Prop. Reg. Hrs)," and the amount for "Expended UCOT Hours (Exp. UCOT Hrs)" will not be greater than "Proposed UCOT Hours (Prop. UCOT Hrs)."

SECTION B - SUPPLIES/SERVICES

(e) Fees withheld pursuant to the provisions of any resultant contract (e.g. 52.216-8 Fixed Fee), will not be paid until the contract has been modified to reduce the fixed-fee in accordance with the above, or until the Contracting Officer has notified the cognizant payment office that no fee adjustment is required.

(End of Clause)

B.6 352.232-9004 REIMBURSEMENT FOR COSTS - LIMITATION OF COST (MAY 2005)

(a) Allowable costs constitute those costs incurred by the contractor in the performance of this contract which are acceptable by the Contracting Officer or his duly authorized representative as chargeable hereto in accordance with the contract clause entitled "Allowable Cost and Payment" (FAR 52.216-7) as limited by the contract clause entitled "Limitation of Cost" (FAR 52.232-20), and FAR Part 31.

(b) Travel shall be reimbursed at cost. Lodging shall be reimbursed at cost. Meals and incidental expenses shall be reimbursed at the applicable flat rate or the balance up to the applicable NTE established rate. The total of lodging, meals and incidental expenses shall not exceed the established rate for each location set forth in the "Federal Travel Regulations" (FTR); the "Joint Travel Regulations", Volume 2 (JTR); and the "Standardized Regulations (Government Civilians, Foreign Areas), Section 925" as applicable. These costs shall be chargeable directly to this contract in accordance with the contractor's established method of distributing such costs.

(c) Upon determination of the allowable, allocable and reasonable costs, including actual overhead and general and administrative expense costs applicable to this contract, any payment that has already been made to the contractor shall be adjusted to reflect such actual costs.

(d) Award Fee

Award Fee will be issued in accordance with the most recent Award Fee Determination Plan and clause G.8 of the award document.

(End of Provision)

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

The supplies and/or services set forth in Section B shall comply with the following documents:

C.1 Descriptions/Specifications

- C.1 Statement of Work, entitled "Statement of Work for PERFECTCITIZEN", dated 08 September 2009
- C.2 DD Form 1423, Contract Data Requirements List (CDRL) and related Data Item Descriptions (DIDs), dated 09 June 2009
- C.3 DD Form 254, Contract Security Specification, dated 16 March 2009

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 352.247-9003 MARKING OF DOCUMENTS (SEP 1994)

(a) All Contractor-generated technical reports shall bear the statement "Not Releasable to the Defense Technical Information Center per DoD Directive 3200.12."

(b) In addition to the above marking all unclassified technical reports, photographs, drawings, schematics, design circuits and description of equipment designed and/or produced under the contract shall be marked with the legend "DISTRIBUTION LIMITED TO U.S. GOVERNMENT AGENCIES ONLY, THIS DOCUMENT CONTAINS NSA INFORMATION (Applicable Date). REQUEST FOR THIS DOCUMENT MUST BE REFERRED TO THE DIRECTOR, NSA". Where SF Form 298 is required to accompany a document, the legend shall be entered in Block 12a thereof.

(c) The contractor shall be responsible for inserting the appropriate application date in the aforementioned legend. This date shall be the date upon which the document was completed.

SECTION D - PACKAGING AND MARKING

(End of Clause)

D.2 352.247-9004 PACKING AND SHIPPING (OCT 1993)**(a) Packing**

(1) Material shall be packed by personnel duly cleared for the level of classification in question, to conceal it properly and to avoid suspicion as to its contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE THE CLASSIFICATION SHALL APPEAR ON EXTERNAL MARKINGS.

(2) Documents shall be enclosed in two sealed envelopes or covers. Typewritten or printed matter in the contents shall be protected by a cover sheet or by folding inward to avoid direct contact with the inner envelope or cover. The inner cover shall be addressed, return addressed, sealed and marked with the security classification on front and back so that the marking will be easily seen when the outer cover is removed. Receipt for, if required, shall be enclosed identifying the addressor, addressee, and listing the contents by short title. The outer envelope or cover shall be of sufficient opaqueness and density as to prevent the classification marking of the inner cover from being visible and shall be addressed, return addressed, and carefully sealed with no markings or notations.

(b) Shipping

(1) Classified material shall be shipped in accordance with the Industrial Security Manual for Safeguarding Classified Material and Security Guidelines contained in DD Form 254.

(2) Unclassified material shall be shipped in accordance with the contractor's best commercial practice to insure safe arrival at destination.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 REFERENCED CLAUSES

The following contract clause(s) pertinent to this section is/are hereby incorporated

<u>CLAUSE NO.</u>	<u>TITLE</u>
52.246-05	INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

E.2 352.232-9010 CONSTRUCTIVE ACCEPTANCE - SUPPLIES (OCT 1993)

Due to the nature of supplies being accepted, inspection and testing requirements, shipping and acceptance terms, resources available for acceptance, or other factors relevant to this contract, acceptance of supplies required herein shall be deemed to have occurred constructively on the 7th calendar day after delivery for the purpose of determining the payment due date and computing Government interest payments pursuant to the Prompt Payment clause at 52.232-25.

(End of Clause)

E.3 352.232-9011 CONSTRUCTIVE ACCEPTANCE - SERVICES (OCT 1993)

Due to the nature of services being performed, inspection requirements, acceptance terms, resources available for acceptance, or other factors relevant to this contract, acceptance of services required herein shall be deemed to have occurred constructively on the 7th calendar day after performance for the purpose of determining the payment due date and computing Government interest payments pursuant to the Prompt Payment clause at 52.232-25.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE**E.4 352.246-9001 INSPECTION AND ACCEPTANCE AT DESTINATION (APR 1989)**

Inspection and acceptance will be performed at destination by the Contracting Officer or duly authorized Agency personnel.

(End of Clause)

E.5 352.246-9003 NOTICE: MATERIAL AND WORKMANSHIP (JUL 1999)

All material incorporated in the work shall be new and the work shall be performed in a skillful and workman like efficient manner. Both materials and workmanship shall be subject to the inspection of the Contracting Officer or his duly authorized representative who may require the Contractor to correct defective workmanship or materials without cost to the Government, unless the contract specifies otherwise.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE**F.1 REFERENCED CLAUSES**

The following contract clause(s) pertinent to this section is/are hereby incorporated

<u>CLAUSE NO.</u>	<u>TITLE</u>
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

F.2 SHIPPING INSTRUCTIONS

SHIPPING INSTRUCTIONS (APR 1989) - ALTERNATE I (APR 1989)

(a) Supplies shall be shipped to the following:

Maryland Procurement Office
1472 Dorsey Road
Door #1, 2 or 3
Hanover, MD 21076
M/F:
REF: H98230-10-D-0133
Delivery Order XXXX

NOTE: Schedule shipments to arrive at destination from 7:30 AM to 2:30 PM Monday through Friday excluding Federal Holidays. Full trailer loads will be accepted by appointment only. 24 Hours advance notice is required. Phone (301) 688-7173, for an appointment.

(b) Technical Data shall be shipped F.O.B Destination to the following address:

Director, National Security Agency
Chief, Central Security Service
Attn: (See Block 14 of DD 1423)
9800 Savage Road
Fort George G. Meade, MD 20755-6000
REF: H98230-10-D-0133
Delivery Order XXXX

NOTE: Schedule shipments to arrive at destination from 7:00 AM to 12:00 Noon Monday through Friday, excluding Federal Holidays. Shipments will not be accepted on Saturday or Sunday.

(End of Clause)

F.3 352.211-9003 NOTICE: DELIVERY REQUIREMENTS (APR 1989) - ALTERNATE II (APR 1989)

Contractor shall not deliver material specified in this contract/order to any address other than that listed in Section F.2 without the prior written approval of the Contracting Officer. Failure to deliver to the specified address may result in substantial delays in payment of your invoice.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.4 352.211-9004 PERIOD OF PERFORMANCE (APR 1989) - ALTERNATE III (APR 1989)

This contract shall extend from date of contract award to 30 September 2014, unless performance is sooner terminated under the contract. Each order under this contract is subject to a period of performance which will be specified in each delivery order.

(End of Clause)

F.5 352.215-9009 PLACE OF PERFORMANCE (MAR 2008) - ALTERNATE I (MAR 2008)

Unless the written approval of the Contracting Officer is obtained in advance, the work herein shall not be performed at any facility, other than the Contractor's facility located at Linthicum, MD or at the Government's site.

(End of Clause)

F.6 352.247-9000 NOTICE: F.O.B. DESTINATION (OCT 1993)

Supplies shall be shipped F.O.B. destination with delivery service required to the consignee's receiving dock.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS. As required in Section G, ALL INVOICES SHALL refer back to each Contract Line Item Number (CLIN), Sub-Line Item Number (SLIN) and Accounting Classification Reference Number (ACRN) as set forth in each Delivery Order.

G.2 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331 (h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide -

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including -

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2) (i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

SECTION G - CONTRACT ADMINISTRATION DATA

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.
(End of Clause)

G.3 352.219-9001 NOTICE: CONTRACTOR'S SUBCONTRACTING PLAN (OCT 1993)

Contractor's Subcontracting Plan dated October 13, 2009 is hereby incorporated in the contract by reference. Reports are to be submitted in accordance with the Contract Clause entitled "Small Business and Small Disadvantaged Business Subcontracting Plan, FAR 52.219-9", paragraph (d)(10).

(End of Clause)

G.4 352.229-9000 NOTICE OF TAXATION (SEP 1994)

The Contractor shall provide the Contracting Officer with written notice of any proposed tax assessments, exemptions, exclusions or refunds which would increase or decrease costs or liabilities to the contractor and/or the Government. The notice shall be submitted in sufficient time to provide the Government a meaningful opportunity to assert its immunity, participate in negotiations or litigation with the taxing authority concerning the applicability of the tax, and/or adjust the parties' liability for costs according to the increase or decrease in tax.

(End of Clause)

G.5 352.229-9001 CONTRACTOR LIABILITY FOR STATE AND LOCAL TAXES (SEP 1994)

Generally, the contractor is liable for payment of state or local taxes on this contract to the same extent that it would be liable for such taxes on a contract with a nongovernment entity. Although it may be useful for the contractor to inform the taxing authorities that the Maryland Procurement Office (MPO) is a federal government agency, this fact alone does not in and of itself create a tax exemption for the contractor. While some transactions undertaken by the contractor pursuant to this contract may be exempt from a state or local tax, it is the Contractor's responsibility to identify such exemption under the applicable statute, and to resolve the applicability of such with state or local taxing authorities.

(End of Clause)

G.6 352.232-9007 ALLOCATION OF CONTRACT COSTS, COST REIMBURSEMENT CONTRACTS - AWARD (FEB 2007) - ALTERNATE II (MAR 1998)

Because this contract is supported by two or more fund citations, all requests for progress payments and invoices submitted for payment shall allocate costs based on the tasks defined in the schedule. An invoice not properly allocated shall be considered an improper invoice under the Prompt Payment Act. For cost-reimbursement type contracts requiring a Contract Fund Status Report (CFSR), the Contractor shall provide a summary sheet with the billing (rather than submitting a copy of the CFSR) using the data from the current period CFSRs to identify each accounting classification reference (ACR) and cost for the current period. The total of the summary sheet should equate to the total amount of the Contractor's billing. Attached is the model which has been approved for the Contractor's use in accomplishing cost allocation.

The Contract requires:

a. The Contract Funds Status Report (CFSR) to be completed at the Accounting Classification Reference Number (ACRN) level and prepared on the same cycle as the contractor's billings. A sample CFSR is attached. Applicable ACRNs will be identified in column 11.b for each line item/WBS element (column 11.a).

b. That the contractor use the CFSR to determine the allocation of billed costs plus any applicable fee or profit. In those instances when the contractor is authorized to bill monthly, direct allocation to each ACRN will accompany the contractor's billing. However, when billings are authorized more frequently, the following procedure will apply.

(1) The contractor will use the most current CFSR to calculate a percentage of the accrued expenditures to date (column 11.d) for each ACRN to the total accrued expenditures. This percentage will be applied to billings received prior to the next scheduled monthly CFSR. Consider the following example:

(a) A contract has one line item with five ACRNs, funding authorized (inclusive of costs and any applicable fee or profit), and accrued expenditures (meaning costs plus applicable fee or profit) through the May 1984 CFSR as follows:

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	Funding Authorized (Column 11.c)	Accrued Expenditures (Column 11.d)
AA	\$1,000,000	\$500,000
AB	1,000,000	500,000
AC	2,000,000	1,000,000
AD	1,500,000	1,000,000
AE	5,000,000	3,000,000
	<u>\$10,500,000</u>	<u>\$6,000,000</u>

(b) The applicable percentages to be used are:

AA	500/6,000	or	8.3%
AB	500/6,000	or	8.3%
AC	1,000/6,000	or	16.7%
AD	1,000/6,000	or	16.7%
AE	3,000/6,000	or	50.0%

(c) A contractor billing for costs incurred plus applicable fee or profit submitted subsequent to the May 1984 CFSR, but prior to the June 1984 CFSR, for \$1,000,000 would be allocated as follows:

AA	\$1,000,000	x	8.3%	=	\$83,000
AB	1,000,000	x	8.3%	=	83,000
AC	1,000,000	x	16.7%	=	167,000
AD	1,000,000	x	16.7%	=	167,000
AE	1,000,000	x	50.0%	=	500,000
					<u>\$1,000,000</u>

(2) The sum of the May 1984 CFSR accrued expenditure allocation and the ACRN allocation in (c), above, may not exceed the funding authorized (column 11.c) from the May 1984 report. Any ACRN costs plus applicable fee or profit in excess of its applicable funding authorized will not be approved. Consider the following:

(a) A revised accrued expenditure for each ACRN is calculated in the following manner:

Revised Accrued Expenditure	Accrued Expenditure (May 1984)	Current Billing (Subparagraph (c))
\$583,000	AA \$ 500,000	\$83,000
583,000	AB 500,000	83,000
1,167,000	AC 1,000,000	167,000
1,167,000	AD 1,000,000	167,000
3,500,000	AE 3,000,000	500,000
	<u>\$6,000,000</u>	<u>\$1,000,000</u>
\$7,000,000		

(b) The revised accrued expenditure for each ACRN is less than the funding authorized which is identified in (1)(a) above. Accordingly, allocation of the \$1,000,000 billing calculated in (1)(c), above, will accompany the contractor billing.

(c) If an ACRN's revised accrued expenditure were to exceed its funding authorized, the difference will be deducted from the contractor's request for payment.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G.7 352.232-9008 NOTICE OF PROMPT PAYMENT ACT APPLICABILITY (OCT 1993)**

This contract is subject to the Prompt Payment Act, Public Law 97-177, as amended.
(End of Clause)

G.8 352.232-9014 AWARD FEE PAYMENTS (MAR 1998)

On any Award Fee Delivery Orders a clause similar to this will appear in the delivery order.

Funds in the amount of \$_____ are hereby obligated towards future Award Fee determinations, but are not available to the Contractor to bill against or incur costs against. Obligated award fee funds identified above may be released to the contractor via subsequent modifications after the Government has rendered an award fee determination in accordance with the Award Fee plan currently in force under this contract. Upon receipt of the aforementioned modifications, the Contractor will be authorized to bill for earned award fee.

(End of Clause)

G.9 352.232-9016 INVOICING AND PAYMENT (MAR 2010) ALTERNATE I (MAR 2010)

a. Initial invoice shall be submitted through the Electronic Invoicing internet website at ww.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/index.html>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist.

b. Hardcopy invoices will only be accepted after coordination with the Contracting Officer and the Accounts Payable Branch.

c. If submission of hardcopy invoices has been approved, submit initial hard copy invoices to:

1. CONTRACTS - ACCOUNTS PAYABLE
Finance and Accounting Office
P.O. Box 400 (H98230-10-D-0133), Delivery Order XXXX
Fort George G. Meade, MD 20755-6856

AND

2. National Security Agency
9800 Savage Road
Fort George G. Meade, MD 20755-6000
ATTN: Customer Organization [REDACTED], Suite #6685 (b)(3)-P.L. 86-36

Copy within five (5) days to:

3. Defense Contract Audit Agency
Contractor's cognizant audit branch
and applicable address

d. If submission of hard copy invoices has been approved, submit interim hard copy invoices to:

1. CONTRACTS - ACCOUNTS PAYABLE
Finance and Accounting Office
P.O. Box 400 (H98230-10-D-0133), Delivery Order XXXX
Fort George G. Meade, MD 20755-6856

AND

2. National Security Agency
9800 Savage Road
Fort George G. Meade, MD 20755-6000
ATTN: Customer Organization [REDACTED], Suite #6685 (b)(3)-P.L. 86-36

e. Submit final hard copy invoices to:

1. CONTRACTS - ACCOUNTS PAYABLE
Finance and Accounting Office
P.O. Box 400 (H98230-10-D-0133), Delivery Order XXXX
Fort George G. Meade, MD 20755-6856

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Through:

2. Defense Contract Audit Agency
Contractor's cognizant audit branch
and applicable address

Copy to:

3. National Security Agency
9800 Savage Road
Fort George G. Meade, MD 20755-6000
ATTN: Customer Organization [REDACTED] Suite #6685

(b) (3) - P.L. 86-36

f. At a minimum, invoices must contain the following:

1. Name and address of the contractor.
2. Invoice date.
3. Contract number for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included)
4. Description, quantities and prices must be described exactly as shown on the contract as delineated in schedule (Section B) including Contract Line Item Numbers (CLINs), Sub-Line Item Numbers (SLINs) and Accounting Classification Reference Numbers (ACRNs).
5. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
6. Place of performance (Government site or contractor site).

g. Electronic invoicing may be available. Contact the Electronic Commerce branch at (410) 854-5445 for more information.

h. The contract number must be clearly marked on the outside of the shipping container.

i. The contractor is authorized to invoice monthly.

j. The Contracting Officer's Representative (COR) is required to review and approve invoices as part of the payment process. When invoicing electronically, the COR will automatically receive notification of a pending invoice. If hard copy invoicing has been authorized, prominently mark all envelopes that contain invoice copies "INVOICE ENCLOSED" for CORs in order to ensure timely payment.

k. Questions regarding payment shall be directed to the Finance and Accounting Office at operationpayment@nsa.gov (preferred method) or (443) 654-3700.

(End of Clause)

G.10 352.242-9000 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1993)

(a) The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (COR) for technical purposes applicable to this contract. "Technical" is restricted to scientific, engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the requirements of this contract.

(b) The appointment(s) will be in writing, signed by the Contracting Officer, and will set forth the authority granted to and the limitations on the COR. Two copies of the letter of appointment will be provided to the Contractor who shall acknowledge receipt of the appointment by immediately signing and returning one copy of the letter. Such signing shall represent the Contractor's acknowledgement of the limited authority of the COR.

(c) Appointments may be changed or revoked by the Contracting Officer. The Contracting Officer will notify the Contractor, in writing, of any such changes or revocations.

(End of Clause)

G.11 352.242-9001 CONTRACT ADMINISTRATION DATA (JUN 2005) - ALTERNATE I (JUN 2005)

The Procuring Contracting Officer will retain all administration functions under this contract except for those assigned to the cognizant Defense Contract Management Agency.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G.12 352.242-9002 NOTICE: CONTRACT ADMINISTRATION FUNCTIONS (JUN 2005)**

(a) The Procuring Contracting Officer (PCO) will retain all administration functions under this contract except for those assigned to the cognizant Defense Contract Management Agency (DCMA) component, in accordance with Part 42 of the FAR, Part 242 of the DoD FAR Supplement and the PCO's letter dated TBD.

(b) The Contractor's 5-position CAGE Code is 8T141.

(c) The following administration functions are hereby delegated to the cognizant DCMA component (see FAR/DFARS references below):

- (1) 42.302(a)(1). Review the Contractor's compensation structure.
- (2) 42.302(a)(5). Negotiate forward pricing rate agreements (see FAR 15.407-3).
- (3) 42.302(a)(9). Establish final indirect cost rates and billing rates for those contractors meeting the criteria for contracting officer determination in FAR Subpart 42.7.
- (4) 42.302(a)(11). In connection with Cost Accounting Standards (see FAR Part 30) -
 - (i) Determine the accuracy of the Contractor's disclosure statements;
 - (ii) Determine whether disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (iii) Determine the Contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (iv) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clause at FAR 52.230-2, 52.230-3, 52.230-4, 52.230-5 and 52.230-6. Note: the ACO will negotiate the amount of the adjustment, but the MPO CO will issue the modification to the contract.
- (5) 42.302(a)(16). Monitor the Contractor's financial condition and advise the contracting officer when it jeopardizes contract performance.
- (6) 42.302(a)(25). Process and execute novation and change of name agreements under FAR Subpart 42.12.
- (7) 42.302(a)(33). Advise and assist contractors regarding their priorities and allocations responsibilities and assist contracting offices in processing requests for special assistance and for priority ratings for privately owned capital equipment.
- (8) 42.302(a)(34). Monitor Contractor industrial relations matters under the contract; apprise the contracting officer of actual or potential labor disputes; and coordinate the removal of urgently required material from the strikebound contractor's plant upon instruction from, and authorization of, the contracting officer.
- (9) 42.302(a)(49). Monitor the Contractor's value engineering program.
- (10) 42.302(a)(50). Review, approve or disapprove, and maintain surveillance of the Contractor's purchasing system (see FAR Part 44).
- (11) 42.302(a)(52). Review, evaluate, and approve plant or division-wide small and small disadvantaged business master subcontracting plans.
- (12) 42.302(a)(53). Obtain the Contractor's currently approved company or division-wide plans for small business and small disadvantaged business subcontracting for its commercial products, or, if there is no currently approved plan, assist the contracting officer in evaluating the plans for those products.
- (13) 42.302(a)(54). Assist the contracting officer, upon request, in evaluating an offeror's proposed small business and small disadvantaged business subcontracting plans, including documentation of compliance with similar plans under prior contracts.
- (14) (9) 42.302(a)(55). Assist the contracting officer, upon request, in ensuring the Contractor's compliance with small business and small disadvantaged business subcontracting plans and any labor surplus area contractual requirements; maintain documentation of the Contractor's performance under and compliance with these plans and requirements; and provide advice and assistance to the firms involved, as appropriate.
- (15) 42.302(a)(66). Determine that the Contractor has a drug-free workplace program and drug-free awareness program (see FAR Subpart 23.5)
- (16) 242.302(a)(9). For additional contract administration functions related to IR&D/B&P projects performed by major contractors, see 242.771-3(a).
- (17) 242.302(a)(33). Also perform industrial readiness and mobilization production planning field surveys and negotiate schedules.

SECTION G - CONTRACT ADMINISTRATION DATA

(d) The following contract administration functions (marked (X) when applicable) are hereby delegated in whole or in part to the cognizant DCMA component (see FAR/DFARS references below):

() (1) 42.302(a)(4). Review and evaluate contractors' proposals under FAR Subpart 25.8 and, when negotiation will be accomplished by the contracting officer, furnish comments and recommendations to that officer.

() (2) 42.302(a)(6). Negotiate advance agreements applicable to treatment of costs under contracts currently assigned for administration (see FAR Subpart 31.109).

(X) (3) 42.302(a)(26). Perform property administration and plant clearance (see FAR Part 45).

() (4) 42.302(a)(28). Perform necessary screening, redistribution, and disposal of contractor inventory.

() (5) 42.302(a)(30). In facilities contracts:

(i) Evaluate the contractor's requests for facilities and for changes to existing facilities and provide appropriate recommendations to the contracting officer;

(ii) Ensure required screening of facility items before acquisition by the contractor;

(iii) Approve use of facilities on a noninterference basis in accordance with the clause at FAR 52.245-9, Use and Charges;

(iv) Ensure payment by the contractor of any rental due; and

(v) Ensure reporting of items no longer needed for Government production.

(X) (6) 42.302(a)(31). Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.

() (7) 42.302(a)(37). Review and evaluate preservation, packaging, and packing.

(X) (8) 42.302(a)(39). Ensure Contractor compliance with contractual safety requirements. Note: see DFARS 223.370 for safety requirements on contracts for ammunition and explosives.

() (9) 42.302(a)(56). Maintain surveillance of flight operations.

(X) (10) 42.302(a)(60). Cause release of shipments from Contractor's plants according to the shipping instructions. When applicable, the order of assigned priority shall be followed; shipments within the same priority shall be determined by date of the instructions.

() (11) 42.302(a)(61). Obtain Contractor proposals for any contract price adjustments resulting from amended shipping instructions. ACOs shall review all amended shipping instructions on a periodic, consolidated basis to assure that adjustments are timely made. Except when the ACO has settlement authority, the ACO shall forward the proposal to the contracting officer for contract modification. The ACO shall not delay shipments pending completion and formalization of negotiations of revised shipping instructions.

() (12) 42.302(a)(65). Accomplish administrative closeout procedures (see FAR Subpart 4.804-5).

() (13) 42.302(a)(68) Monitor the contractors compliance with the requirements of environmental laws including the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901, et seq.) and other environmental requirements as specified in the contract (see Part 23). Responsibilities of the contracting officer shall include -

(i) Verification of contractor compliance with specification requirement the use of environmentally preferable and energy-efficient materials and the use of materials or delivery of end items with the specified recovered material content. This shall occur as part of the quality assurance procedure set forth in Part 46.

(ii) As required in the contract, ensuring that the contractor complies with the reporting requirements relating to recovered material content utilized in contract performance. Monitor the contractors compliance with the requirements of environmental laws including the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901, et seq.) and other environmental requirements as specified in the contract (see Part 23). Responsibilities of the contracting officer shall include -

() (14) 242.302(a)(4). Also, review and evaluate -

(A) Contractor estimating systems (see FAR 15.407); and

(B) Contractor material management and accounting systems under Subpart 242.72.

() (15) 242.302(a)(33) Also perform industrial readiness and mobilization production planning field survey and negotiate schedules.

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() (16) 242.302(a)(30) See DFARS 223.370 for safety requirements on contracts for ammunition and explosives.

() (17) 242.302(a)(41). The DCMA has responsibility for reviewing earned value management system (EVMS) plans and verifying initial and continuing contractor compliance with DoD EVMS criteria as required by DFARS Earned value management systems (see DFARS 234.005-70).

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CPFF/AF Implementation**

Most of the delivery orders issued will be Cost Plus Fixed Fee, however, the Government and the contractor may agree that certain delivery orders will be Cost Plus Award Fee. For these delivery orders the parties will negotiate a separate award fee structure for each delivery order that will be incorporated into the delivery order.

(End of Clause)

H.2 352.204-9001 DISCLOSURE OF INFORMATION - CONTRACT (OCT 2005)

(a) DFARS 252.204-7000 and this clause shall govern any disclosure of information regarding this contract. In using information authorized by this clause, the contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in and application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and/or (c) below, or by written approval of the cognizant Contracting Officer.

(b) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments, which shall be used ONLY for the subject source selection process. When the following information is completed at time of contract award, the document shall be marked "FOR OFFICIAL USE ONLY". If any of the information that follows changes in your disclosure, the Contracting Officer must be notified in writing of the change.

CONTRACT NUMBER: H98230-10-D-0133
 CONTRACT TYPE: IDIQ Cost Plus Fixed Fee/Level-Of-Effort
 AWARD DATE: (complete at award) _____
 GOVERNMENT CONTRACTING ACTIVITY:
 MARYLAND PROCUREMENT OFFICE
 9800 SAVAGE ROAD
 FORT GEORGE G. MEADE, MD 20755-6000
 ORIGINAL CONTRACT VALUE: \$90,967,219.00
 CURRENT OR COMPLETED CONTRACT VALUE: \$90,967,219.00
 PERIOD OF PERFORMANCE: from: date of award to: 30 September 2014
 COMPETITIVE
 PROGRAM TITLE: PerfectCitizen
 CONTRACT EFFORT DESCRIPTION: technical engineering and support services
 PLACE OF PERFORMANCE: Ft. Meade, MD and contractor's facility
 POINTS OF CONTACT/PHONE NUMBER: _____
 CONTRACTING OFFICER: _____

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(c) Requests for approval for specific information to be released into the public domain, i.e., not to another U.S. Government agency, shall be submitted in final form, e.g., not in draft, and shall not include "For Official Use Only" information. The Contractor shall indicate the intended audience and/or publication venue in the request, e.g. the information is to be released to attendees at the Federal Acquisition Conference and Exposition on 7 June 2005 and in the Government Executive magazine. In the event that changes are required prior to approval of release of the information, the Contractor shall submit a copy of the revised information prior to approval of request.

(d) For additional disclosures once authorization to use any specific information has been approved by the Contracting Officer, the contractor is authorized to reuse such specific information without obtaining additional authorization from the Contracting Officer. The contractor shall maintain a log of the additional uses and submit a copy of the log to the Contracting Officer when each disclosure is made.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.3 352.204-9003 CONTRACTOR PERSONNEL CLEARANCES - CONTRACT (OCT 1993)**

(a) It shall be the responsibility of the contractor to optimize the use of currently cleared personnel in completing the requirements of this contract. In the event that the contractor requires additional personnel clearances, any delays incurred in the contract progress and/or schedule as a result of the time required to clear such personnel shall be the contractor's responsibility. Under no circumstances shall the Government recognize a claim for an equitable adjustment in the contract price and/or schedule as a result of any delay due to the failure to have properly cleared personnel.

(b) It is understood that the contractor will provide personnel as suitable replacements on a best efforts basis.

(End of Clause)

H.4 352.204-9007 ACCESS TO COMSEC INFORMATION (JUL 2009)

To have access to classified U.S. Government COMSEC information throughout the term of any resultant contract, the Contractor shall, in the event it becomes foreign owned, controlled, or influenced (FOCI), negate its FOCI in accordance with Information Assurance (IA) policy. Majority foreign ownership or single largest shareholder foreign ownership shall be required to be negated through a voting trust, proxy agreement, or a special security agreement.

(End of Clause)

H.5 352.204-9008 CONTROL OF COMMUNICATIONS SECURITY (COMSEC) MATERIAL (JUL 2009)

The accountable COMSEC material produced under the contract, or provided as Government Furnished Property, will be distributed through COMSEC distribution channels. The contractor shall establish a COMSEC account, nominate a custodian and alternate custodian, and control the material in accordance with procedures specified in the NSA Manual 3-16 entitled Control of Communications Security (COMSEC) Material, dated 5 August 2005. Existing COMSEC accounts established as a result of previous or other contracts may be used.

(End of Provision)

H.6 352.204-9009 ACQUISITION OF INFORMATION SYSTEMS SECURITY (INFOSEC) PRODUCTS, AND THEIR ELECTRONIC COMPONENTS AND PARTS, FROM OUTSIDE THE UNITED STATES (APR 2003)**(a) Definitions**

(1) Component, as used in this provision, means electronic assembly or subassembly incorporated directly into an end product. An electronic assembly is a group of electronic parts, elements, subassemblies, and circuits assembled as a separately removable item of INFOSEC equipment. A subassembly is a major subdivision of an electronic assembly.

(2) Contractor, as used in this provision, means the supplier of the end item and associated support items to the government under the terms of a specific contract.

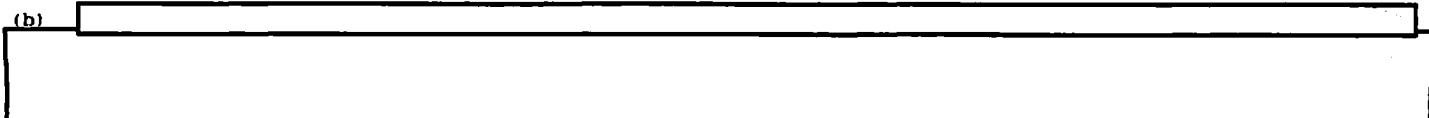
(3) Information systems security product, as used in this provision, means any item (e.g., chip, module, assembly, or equipment), technique, or service that performs or relates to information systems security.

(4) Part, as used in this provision, means any single, unassembled element of a major or minor subassembly, accessory, or attachment that is not normally subject to disassembly without the destruction or the impairment of the design use.

(5) Subcontractor, as used in this provision, means a person or business that contracts to provide some service or material necessary for the performance of another's contract.

(6) United States, as used in this provision, means the 50 states and the District of Columbia, Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States exercises sovereignty. It is synonymous with "onshore".

(7) Vendor or Supplier, as used in this provision, means a person, company, or agency that (b)(1) or (b)(3) or (b)(6) or (b)(7) supplies materials to a contractor or subcontractor.

(b)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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(c) No subcontracts or purchase orders involving design, manufacture, production, assembly, inspection, or testing outside of the U.S. of INFOSEC product and their electronic components, and parts, for use in INFOSEC systems shall be made under this contract without the prior written approval of the Contracting Officer. The contractor further agrees to include this ANNEX clause in any and all subcontracts or purchase orders pursuant to this contract for INFOSEC products. Under no circumstances shall any custom integrated circuit, hybrid, multichip module or the documentation associated with these devices or any likeness, thereof, be sent outside the U.S. for additional processing or assembly. In addition, all memory devices, including field programmable gate arrays (FPGAs), with security-related functions are programmed onshore.

(d) Requests for permission to deviate from the requirements of paragraph (3), above, are handled on a case-by-case basis through the Contracting Officer. Include in each letter request a strong and compelling reason why the request should be granted in addition to the benefit the Government would gain by granting the request. The

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(e) The Government has the right to an equitable adjustment to the contract price as consideration for granting approval to acquire INFOSEC products, and their electronic components and parts, from sources outside the United States (unless a waiver was granted prior to contract award).

(End of Clause)

H.7 352.204-9010 NOTICE: CONTRACT ADMINISTRATION AND CLOSEOUT GUIDANCE (JUN 2005)

The following guidance is provided for your use in administering and closing out the contract. When the contract is complete, the contractor shall initiate final accounting and disposition. This shall be done in accordance with the following instructions. If a portion of the instructions are not applicable to this contract, then disregard that portion.

(a) Government Furnished Property/Documents

(1) The cognizant property administration office (e.g., Defense Contract Management Agency (DCMA) and/or Office of Naval Research (ONR)) is designated to administer the maintenance by the contractor of official Government Property Records for all Government property/documents. See Section G - Contract Administration Data for the cognizant office for this contract.

(2) The contractor shall sign (1) copy of the shipping or inspection document acknowledging receipt of property/documents and forward same to the designated property administrator.

(3) At the end of the contract, the contractor shall submit the Government Furnished Property/Documents Inventory Schedule, requesting disposition, to the cognizant office. The cognizant property administration office shall then obtain the disposition instructions from the Contracting Officer's Representative (COR), and they will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that all Government furnished property/documents have been accounted for or expended (disposition is complete) in the performance of the contract. The cognizant property administration office will provide the Maryland Procurement Office (MPO) and the COR with the appropriate releases.

(b) Contractor Acquired Property. At the end of the contract, the contractor shall submit the Contractor Acquired Property list, requesting disposition, to the cognizant property administration office. This office will then obtain the disposition instructions from the COR, and then will forward them to the contractor. The contractor shall provide the cognizant office with a declaration that Contractor Acquired Property has been dispositioned as requested. The cognizant property administration office will provide the MPO and the COR with the appropriate releases.

(c) Plant Clearance. The cognizant property administration office is automatically delegated plant clearance procedures.

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(d) Classified Material/Documents (DD254 on the contract). The disposition/retention action of classified holding should be initiated pursuant to paragraphs 5.1 and 5.m of the Industrial Security Manual. The inventory shall be submitted to the Director, NSA/CSS, ATTN: [REDACTED], 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000. After compliance with the COR's disposition instructions, the contractor shall submit evidence of compliance, certified by the CSSO, to the MPO (ATTN: BA342 [REDACTED], Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000), with a courtesy copy to Q13 and the COR.

(e) Report of Inventions and Subcontracts (Form DD882). Pursuant to the Patent Rights Clause of this contract, the contractor shall submit the DD Form 882 to the Director, NSA/CSS, ATTN: [REDACTED], 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: BA342 [REDACTED], Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000).

(f) Final Payment

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(1) For contracts requiring final DCAA audit, the contractor shall submit the final voucher with release and assignment documentation to the cognizant Defense Contract Audit Agency (DCAA) office for processing in accordance with FAR 4.804 (within 180 days).

(2) For all contracts not requiring final DCAA audit, the contractor shall submit the final invoice, DD250, to the COR for processing.

(g) Contract Data Requirements List (CDRL) - DD Form 1423. If not previously provided to the COR, the contractor shall provide the COR with status of the documentation for final resolution. This shall be submitted to the Director, NSA/CSS, ATTN: [REDACTED], 9800 Savage Road, Ft. George G. Meade, Maryland 20755-6000, with a courtesy copy to the MPO (ATTN: BA342 [REDACTED], Maryland Procurement Office, 9800 Savage Road, Fort George G. Meade, MD 20755-6000).

(h) Quick Closeout.

(1) The contractor shall review the contract for applicability of the Quick Closeout Procedures, in accordance with the FAR 42.708, and determine if this method applies. If applicable, the contractor may request, in writing, Quick Closeout authorization from the CO.

(2) The MPO will authorize Quick Closeout Procedures, if applicable. The contractor shall then submit a copy of the letter, the final voucher, etc., directly to the cognizant DCAA office (see Section G).

(End of Clause)

H.8 352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES (AUG 2003)

Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained or modified by concerns under FOCI is of serious concern. If the contractor is under FOCI, the contractor shall comply with all risk mitigation measures imposed by the Government. In addition, the Maryland Procurement Office reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence - For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.

There is a continuing obligation of the contractor to advise the Contracting Officer in writing of changed conditions from the contractor's original Statement of Affiliation, 352.204-9000, incorporated by reference, in any of the 11 factors listed below within 30 days of the event, which may justify certain adjustments to the security terms under which a contractor is operating or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that the contractor is no longer considered to be under FOCI. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract. Any voluntary actions taken on the part of the contractor which result in changes to the Statement of Affiliation, will be reviewed by the Government. Any increased costs incurred by the contractor as a result of complying with additional Government imposed security measures shall be considered as unallowable costs to Government contracts.

Factors: The Government will use the following factors as the basis for making a FOCI determination:

** (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the offeror's voting securities by a foreign person;

(2) Ownership or beneficial ownership, direct or indirect, of 25 percent or more of any class of the contractor's non-voting securities by a foreign person;

(3) Management positions, such as directors, officers, or executive personnel of the contractor held by non-U.S. citizens;

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- (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the contractor or other decisions or activities of the contractor;
- (5) Contracts, agreements, understanding, or arrangements between the contractor and a foreign person;
- (6) Loan arrangements between the contractor and a foreign person if the contractor's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment;
- (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 10 percent from foreign persons in the aggregate;
- (8) Ten percent or more of any class of the applicant's voting securities held in such a way that beneficial ownership or equitable title cannot be identified;
- (9) Interlocking directors with foreign persons and any officer or management official of the contractor who is also employed by a foreign person;
- (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the contractor; and,
- (11) Ownership of 10% or more of any foreign interest.

* DoD 5200.2-R Chap 3, para. c3.6

** DoD 5520 22-M, National Industrial Security Program Operating Manual, Chapter 2 Section 3, "Foreign Ownership, Control, or Influence," January 1995.

(End of Clause)

H.9 352.204-9014 NOTIFICATION OF NON-U.S. CITIZEN PARTICIPATION (JUL 2003)

The contractor shall notify the Government thirty (30) calendar days prior to any new Non-U.S. citizen participation on this contract. The following information should be provided for each individual:

Last Name: _____

First Name: _____

Middle Name: _____

Alias (if any): _____

Place of Birth: _____

Date of Birth: _____

Nationality: _____

Employer Name and Address: _____

Residence including street address: _____

Other Identifying Information (i.e. Passport Number, VISA Number): _____

NOTICE: This Agency may prohibit non-U.S. citizens from all or certain aspects of the work to be performed under any resulting contract.

(End of Clause)

H.10 352.204-9015 ABSENT WITHOUT LEAVE (AWOL) REPORTING RESPONSIBILITIES (JUL 2009)

(a) The Contractor Special Security Officer (CSSO) shall advise National Security Agency (NSA) cleared contractor personnel of their responsibility to contact their management and the respective site official (that is, the person that is responsible for ensuring that personnel have reported to their work site) should they be forced to take unexpected leave.

(b) If the site official is not a contractor management official, the site official will notify

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contractor management or the CSSO in the event that a contractor employee is Absent Without Leave (AWOL) for more than one hour. The company shall make all reasonable attempts to locate the contractor employee within the second hour of the workday. If after the second hour, the contractor employee has not been located or an explanation received, contractor management shall ensure that the CSSO has been notified. The CSSO shall attempt to locate the contractor employee during the next hour. If the CSSO is unable to locate the contractor employee, the CSSO shall notify the Associate Directorate Security & Counterintelligence (ADS&CI), specifically Industrial Security, Q131, or the Security Operations Command Center (SOCC) at 301-688-6911 after hours.

(c) This shall be a mandatory clause in all contracts and subcontracts at any tier.

(End of Provision)

H.11 352.204-9017 PUBLIC HEALTH EMERGENCY REQUIREMENTS (SEP 2009)

(a) Definitions.

(i) Communicable Disease. An infectious disease that is easily spread from person to person by contact with the infectious agent that causes the disease. The causative agent may be present in droplets of liquid created by coughing or sneezing. The droplets may contaminate food or water or they may dry on inanimate objects in the environment, where the causative agent may remain infectious for some period of time.

(ii) Public Health Emergency. An occurrence or imminent threat of an illness or health condition, caused by epidemic or pandemic disease, biological warfare or terrorism, or a highly infectious agent or biological toxin, that poses a substantial risk of a significant number of human fatalities or severe disabilities, and is designated a public health emergency by local, state and/or federal public health officials or the Centers for Disease Control (CDC) or World Health Organization (WHO).

(b) Requirements. The Contractor shall comply with all federal, state, local, Department of Defense (DoD), and National Security Agency / Central Security Service (NSA/CSS) requirements in the event of a declared Public Health Emergency. This includes requirements found in NSA/CSS Policy Manual 4-19, Health and Safety of the NSA/CSS Workforce, which establishes procedures designed to control infection within the NSA/CSS workplace and to limit the importation and transmission of any highly communicable disease within the Agency workforce, thereby maintaining operational readiness and minimizing lost duty time. In coordination with Industrial and Acquisition Security, the Contractors shall be notified through the Acquisition Resource Center (ARC) or through other communication methods, as appropriate, of additional requirements related to a declared Public Health Emergency.

(End of Clause)

H.12 352.209-9002 TECHNICAL ASSISTANCE CONTRACTS (AUG 1994)

The Government reserves the right to use a technical assistance contractor that will require access to offerors' proposals and design documentation for the purpose of review and comment. In addition, the technical assistance contractor may participate in technical reviews (CDR), as well as DT&E. Pursuant to FAR 9.505-4(a), a contractor that gains access to proprietary information of other companies in performing advisory services for the Government must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. Offerors shall prepare and submit with the proposal a copy of the agreement for signature by the technical assistance contractor, allowing the latter to have access to proprietary information. The Contracting Officer will ensure that the agreement is properly executed and return a signed copy to the offeror.

(End of Clause)

H.13 352.209-9003 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2002)

(a) Whereas the Contractor has agreed to undertake a contract to perform services for the PERFECTCITIZEN contract, it is agreed that the Contractor shall be ineligible to act as prime contractor, or as a consultant or subcontractor at any tier to any prime contractor, to supply the services, system or major components thereof for any PERFECTCITIZEN program/project for which the Contractor has provided or is providing support as described at FAR 9.505-1 through 9.505-3, subject to the conditions of paragraph (c) and (d) below. The nature of the PERFECTCITIZEN contract restricts follow-on efforts by the winning Contractor.

(b) Pursuant to FAR 9.505-4(b), to the extent that the work under this contract requires access to proprietary information of other companies and as long as such information remains proprietary, the Contractor shall protect such information from unauthorized use or disclosure and agrees to refrain from using the information for any purpose other than that for which it was furnished. Prior to obtaining proprietary information, the Contractor

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shall obtain written agreement from the other companies authorizing use of the information as specified above. Copies of these agreements shall be furnished to the Contracting Officer.

(c) If the Contractor submits an OCI Mitigation Plan that is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or profit and loss centers that are physically separate from the profit and loss center that will perform the contract will not be precluded from supplying the services, system or major components thereof for any effort under a prime contract awarded the Contractor or from acting as a subcontractor or consultant on such effort. If the Contractor is organized in such way that a profit and loss center that is going to perform the contract cannot be identified, the Contractor may submit to the contracting officer a mitigation plan that identifies an organizational unit of the Contractor that will be subject to the restrictions in paragraph (a). If such a plan and organization are acceptable to the Government, the exceptions in the first sentence of this paragraph (c) shall apply, except that "profit and loss center(s)" shall be replaced with the organizational unit(s) identified by the Contractor. In the event that organizational conflicts of interest arise during the period of contract performance and such conflicts are not addressed in the OCI Mitigation Plan or otherwise in this clause, the Government reserves the right to preclude the Contractor from competing for contracts for the supply of services, systems or major components thereof for the program/project in conflict, unless the Government and the Contractor agree to modification of the Plan that mitigates the new organizational conflict. If an acceptable OCI Mitigation Plan can not be secured before award, the Contracting Officer may include the provision at 352.209-9003 ORGANIZATIONAL CONFLICT OF INTEREST (ALT I) (AUG 2002).

(d) These restrictions shall apply to Raytheon Company. This clause shall remain in effect for 2 years after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to the terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor OCI provision in the OCI Mitigation Plan for subcontractors or consultants under this contract, if an OCI Mitigation Plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers will not be precluded from supplying the services, system or major components thereof for any effort under a prime contract awarded the subcontractor or from acting as a subcontractor or consultant on such effort.

(End of Clause)

(End of Clause)

H.14 352.209-9004 ORGANIZATIONAL CONFLICT OF INTEREST: NONDISCLOSURE OF INFORMATION AND ISOLATION OF EMPLOYEES (AUG 2003)

(a) Definition of "Protected Information": For purposes of this clause, "protected information" shall include information obtained in the course of contract performance as follows: (1) source selection information (as defined in FAR 3-104); (2) written or oral information or summaries thereof derived from Government Information Systems or Government personnel relating to internal Government operations and programs including, but not limited to, financial information, program budget information, and procurement information; and (3) third-party proprietary or business confidential information regardless of the method obtained. Protected information shall also include without limitation all copies of protected information and all data, test results, simulations, and emulations or other information derived there from. Protected information shall not include information that: (1) was independently developed by the Contractor as evidenced by a writing in possession of the Contractor prior to disclosure by the Government; (2) is lawfully received by the Contractor from another source; (3) is or becomes publicly available through no fault of the Contractor; or (4) the Government agrees in writing is free of such restrictions.

(b) Use and Disclosure Restrictions: Contractor shall use protected information obtained in the course of contract performance only for purposes necessary for proper performance of the contract. Contractor may disclose protected information to employees who fall under a Conflict of Interest (COI) mitigation plan and have signed nondisclosure agreements described below and who have a need to know the information for the purpose of performing this contract. Contractor may also disclose protected information to Government officials identified by the Contracting Officer (CO) or the Contracting Officer's Representative (COR). All information obtained by contractor employees during meetings and on-site assignment shall be presumed to be protected information. Contractor agrees that it will not embody protected information in any of its products or services without the written consent of the Government. Nothing in this clause shall prevent the Government from making use of or disseminating protected information or from entering into any agreement with any other entity in connection with the protected information, without any obligation to the Contractor.

(c) Employee Nondisclosure Agreements: Contractor shall require all employees assigned to this contract who are likely to require access to protected information to review this clause and sign the nondisclosure agreement included below in paragraph n. The Contractor will use its best efforts to ensure that its employees abide by the terms of the nondisclosure agreement and will do nothing to interfere with the employees' obligations. Contractor agrees to report actual and suspected violations of the nondisclosure agreement to the Contracting Officer (CO) and Contracting Officer's Representative (COR). The Contractor shall provide a copy of the signed agreement to the Contracting Officer.

(d) Identification of Corporate Affiliation: Contractor employees shall clearly identify themselves and

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corporate affiliation prior to engaging in any communications through which protected information may be obtained from Government personnel or third parties (e.g., meetings, telephones, and other situations where contractor status is not obvious).

(e) Firewall: Contractor agrees to establish an information firewall around such employees. The information firewall provisions are in addition to the requirements for the protection of classified government information. Protected information may not be removed from government facilities unless authorized by the CO or COR. Such information authorized to be stored at a contractor facility shall be segregated from other information in such a way that it may be accessed only by contractor employees subject to the firewall provisions. The Contractor shall not solicit protected information from employees subject to the firewall. Contractor employees shall be instructed to report any such solicitations from company representatives or anyone else to the contracting officer or the CO or COR. Contractor also agrees that to the extent that the protected information relates to a pending procurement that it will not permit employees subject to the nondisclosure agreement to participate in any manner in any competitive procurement relating to that information, including, but not limited to, the preparation or submission of a competitive proposal on behalf of any prospective contractor or subcontractor.

(f) Protected Information from Third Parties: The Government agrees that protected information (e.g., proprietary and business confidential information) belonging to third parties will be in written form and will be clearly identified and properly marked. If protected information is provided to contractor employees that is not clearly identified and properly marked, but contractor employees have reason to believe it is protected information, contractor employees shall notify the CO or COR and shall treat the information as protected information until direction from the CO/COR regarding treatment of the information is received. If the Government determines that previously provided information was not properly identified and marked, the Government shall give written notice to contractor employees who shall thereafter treat the information as protected information. Pursuant to FAR 9.505-4(b), the Contractor shall protect all such information received from third parties from unauthorized use or disclosure and agrees to refrain from using the information for any purpose other than that for which it was furnished. Prior to obtaining such information, the Contractor shall obtain written agreement from the third parties authorizing use of the information as specified above. Copies of these agreements shall be furnished to the Contracting Officer.

(g) Length of Obligation: Obligations in regard to protected information shall continue two years after completion of this contract.

(h) Waiver: Neither failure to require strict performance, nor waiver of a breach of any provision of this clause constitutes any waiver of the Government's right to subsequently require full adherence to this Agreement.

(i) No Grant of Rights: Protected information, unless otherwise specified in writing, shall remain the property of the Government (or third party with regard to proprietary and business confidential information), and shall be returned to the Government, or destroyed after Contractor's need for it has expired or upon request of the Government, and in any event, upon termination of this contract. No grant, ownership, license, or rights, including those to trademarks, inventions, copyrights, mask works, patents, or any other intellectual property, are either granted or implied under this contract (except as otherwise provided in this contract) or by the disclosure of protected information. The Government does not warrant the accuracy or completeness of protected information. The Contractor agrees to hold Government harmless from any claims by Contractor, its customers, or any third party for any loss or damage caused or alleged to be caused by reliance on, use, or knowledge of protected information. The Government may without notification make revisions to protected information.

(j) Violations of Obligation: Violations of the requirements of this clause by the Contractor's officers, employees, or agents may constitute grounds for default termination of this contract. In addition to contractual or other remedies available for violations of the obligations under this clause, the Government may exclude the Contractor from participation in Government acquisitions or impose strict Organizational Conflict of Interest terms if the CO determines that access to protected information by the Contractor gives it an unfair competitive advantage in particular acquisitions.

(k) Export Restrictions: The Contractor acknowledges that protected information which it receives hereunder may include technical data developed in the United States, and therefore shall treat such protected information in accordance with export control laws and regulations of the United States and shall not, without appropriate authorization, export or re-export such protected information or any product derived there from.

(l) Severability: If any court or board of competent jurisdiction determines that any provision of this clause is invalid, the remainder of the Agreement will continue in full force and effect, and the offending provision shall be restated to most nearly give effect to its stated intent.

(m) Interpretation: This clause is to be read in conjunction with DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends and is not intended to reduce or alter the obligations and responsibilities set out in that clause.

(n) Employee Nondisclosure Agreement:

CONTRACTOR EMPLOYEE NONDISCLOSURE AGREEMENT

I, _____ hereinafter EMPLOYEE, understand that, in the course of my employment under Contract H98230-10-D-0133, Project: PERFECTCITIZEN, Delivery Order _____, through my employer, _____, hereinafter COMPANY, I may be given access to Protected Information of the

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National Security Agency (NSA) and other Government contractors. For purposes of this agreement, "protected information" shall include information obtained in the course of contract performance as follows: (1) source selection information (as defined in FAR 3-104); (2) written or oral information or summaries thereof derived from Government Information systems or Government personnel relating to internal Government operations and programs including, but not limited to, financial information, program budget information, and procurement information; and (3) third-party proprietary or business confidential information regardless of the method obtained. Protected information shall also include without limitation all copies of protected information and all data, test results, simulations, and emulations or other information derived there from. Protected information shall not include information that: (1) was independently developed by the Contractor as evidenced by a writing in possession of the Contractor prior to disclosure by the Government; (2) is lawfully received by the Contractor from another source; (3) is or becomes publicly available through no fault of the Contractor; or (4) the Government agrees in writing is free of such restrictions.

2. This agreement is necessary to prevent my employer from gaining an unfair competitive advantage through the acquisition and potential misuse of Protected Information, to allow me to perform under the subject contract free from conflict of interest which might bias my judgment, and to protect the interests of NSA and third parties.

3. I agree not to disclose or otherwise disseminate Protected Information to other than NSA personnel working on the Contract identified by the Contracting Officer (CO) or Contracting Officer's Representative (COR) as having a need for access to the Information or other contractor employees assigned to the project and identified by the CO or COR as having a need for access to the Information. I acknowledge awareness of the procurement sensitivity of certain protected information and certify that I will protect the confidentiality of all such material in my possession I understand that disclosure of Protected Information to anyone not properly entitled to access could result in a violation of the Procurement Integrity Act (41 U.S.C. 423) or a personal or organizational conflict of interest.

4. I agree to use Protected Information only in the performance of work requirements necessary to carry out my duties under the above referenced contract and task order. I will report to the CO or COR any actual or attempted violations of this agreement. I agree to return any and all Protected Information made available to me pursuant to performance of this contract, to the CO or COR upon the termination of my relationship with the contract or with COMPANY.

5. I understand and agree that access to Protected Information precludes me from participating, on my own behalf; on behalf of COMPANY or subsequent employers; or on behalf of others, in the preparation of cost or technical proposals or taking part in contract negotiations involving or related to future requirements or projects, if such participation involves utilization of Protected Information. The CO may recognize exceptions to this preclusion on a case by case basis.

6. I agree that I will clearly identify myself as a representative of COMPANY prior to engaging in any communications through which protected information may be obtained from Government personnel or third parties (e.g., meetings, telephones, and other situations where contractor status is not obvious).

7. I verify that I have read and fully understand this Agreement, and the conditions of the 352.209-9004, ORGANIZATIONAL CONFLICT OF INTEREST: NONDISCLOSURE OF INFORMATION AND ISOLATION OF EMPLOYEES clause of the above referenced contract, and agree to abide by all requirements and restrictions contained in both documents. I understand that my strict compliance with the terms of these agreements is essential to be fulfillment of COMPANY'S contractual obligations and any violation of these agreements may result in breach of COMPANY'S contract with the Government or preclusion of COMPANY'S or subsequent employer's participation, or my personal participation in future Government projects.

EMPLOYEE

DATE

(End of Clause)

H.15 352.211-9002 NOTICE : GOVERNMENT CLOSURES (DEC 1997)

(a)(1) Government Holidays:

New Year's Day - 1 January
 Martin Luther King, Jr.'s Birthday - 3rd Monday in January
 President's Day - 3rd Monday in February
 Memorial Day - Last Monday in May
 Independence Day - 4 July
 Labor Day - 1st Monday in September
 Columbus Day - 2nd Monday in October
 Veteran's Day - 11 November
 Thanksgiving Day - 4th Thursday in November
 Christmas Day - 25 December

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(2) Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

(3) When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(4) Unless authorized by the Contracting Officer or his duly authorized representative, the contractor shall not work UNDER MPO CONTRACT at any government facility on any holiday listed above nor should any deliveries under this contract be made to an any government facility on those days.

(5) The amounts in Section B of the contract include an allowance for holidays to be observed; and, accordingly, the government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

(b) Administrative leave:

(1) When the Government grants administrative leave to employees as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave shall also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform the requirements of critical work already in process, if instructed by the Contracting Officer or duly authorized representative.

(2) On-site personnel working on this contract shall not be granted access to Agency installations during closure situations unless they are designated as emergency or essential personnel required to perform the requirements of critical work already in process, or are otherwise instructed by the Contracting Officer or duly authorized representative. On-site personnel at another government facility shall only be granted access under terms agreed to with that Agency.

(c) Except for emergency situations or when instructed by the Contracting Officer or duly authorized representative, the costs associated with the period of any such Agency closure shall not be a direct reimbursable cost under this contract. If authorized in accordance with the contractor's normal accounting procedures, these costs MAY be reimbursable as an indirect cost using established indirect cost pools.

(End of Clause)

H.16 352.211-9006 NOTICE: ELIMINATION OF USE OF CLASS I-OZONE-DEPLETING SUBSTANCES (AUG 1993)

Section 326 of the FY-93 Defense Authorization Act places restrictions on the award and modification of contract is requiring the use of Class 1-Ozone-depleting substances (ODS). Class 1 ODS are identified in Section 602(a) of the Clean Air Act (42 U.S.C. Section 7671(a) and Title 40, Code of Federal Regulations Section 82. Appendix A.

DoD has identified hundreds of military specifications that require Class I ODS. Of these, MPO research indicates that MIL-STD 454, MIL-T-2000, and MIL T11268 are of particular applicability to some MPO contracts, although others may also apply.

If any of these specifications are included in this acquisition, or if the contractor knows of any other Class I ODS required directly or indirectly at any level of contract performance, the contractor should notify the MPO Contracting Officer immediately. A subsequent assessment will be conducted by the Government in an attempt to identify economically feasible substitute substances or alternative technology.

(End of Provision)

H.17 352.215-9000 NOTICE: INCORPORATION OF SECTION K BY REFERENCE (AUG 1998)

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor) shall be deemed incorporated by reference in the contract.

(End of Clause)

H.18 352.215-9015 CONTRACTOR PERSONNEL RESUMES AND CLEARANCES - CONTRACT ALTERNATE I (MAR 2001)

In the event the Contractor ceases to furnish the services of any individual named in their proposal, the Contractor shall immediately notify the Contracting Officer or his/her duly appointed representative. The newly designated individual must have the same or equivalent experience, educational background, and clearance status as the individual named in the contractor's original proposal.

(End of Provision)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.19 352.215-9016 NOTICE: SUBMISSION OF PAYROLL DATA IN SUPPORT OF NEGOTIATIONS FOR CONTRACT PRICE ADJUSTMENT (OCT 1993)**

Contractor payrolls shall be provided to the Contracting Officer when requested, as part of the supporting data that will be utilized by the Government when contract negotiations are conducted:

(a) under the applicable "Changes" clause, or

(b) under FAR 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts) or FAR 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustments.

All payrolls submitted by the Contract may be marked "Proprietary" and will not be disclosed to anyone outside the Government.

(End of Clause)

H.20 352.216-9012 TECHNICAL TASK ORDERS (AUG 2006)

(a) Technical Task Orders (TTOs) shall be issued by the Contracting Officer (CO). The TTOs will include a ceiling price, and list the fixed fee associated with each labor category cost, beyond which the Contractor shall not incur costs or fee.

(b) The performance of the work under each TTO shall be subject to the technical direction and surveillance of the Contracting Officer's Representatives (CORs) who are identified under separate letter. "Technical Direction", as used herein, is direction to the Contractor which fills in details or otherwise completes or explains the scope of the work and specific requirements as set forth in Statement of Work, "Statement of Work for PERFECT CITIZEN", dated 22 May 2009 and in each individual TTO. Furthermore, the COR may suggest to the Contractor lines of inquiry or methods of approach with respect to work under this order. It is intended that the TTOs furnished shall be within the general scope of the work as set forth in the SOW and shall not constitute changes as described in the "Changes" clause.

(c) The following procedures shall be followed in initiating TTOs under this contract:

1. TTOs setting forth the detailed requirements of a particular task, together with any necessary attachments (drawings, schematics, etc..) shall be furnished to the Contractor by a designated CO.

2. The contractor in turn will prepare a technical proposal and cost estimate that addresses the requirements of the TTO. The contractor's cost estimate shall include all the appropriate labor categories, labor hours, and billing rates, to include any subcontractor's costs. The cost estimate should also include any Other Direct Costs (ODCs) and overhead rates associated with performing the TTO.

3. After receipt of the contractor's proposal, the COR conducts a technical and cost evaluation and submits it to the CO for resolution/negotiation of any issues prior to acceptance or further processing.

4. Upon resolution of all issues, the TTO is now ready for the approval and distribution process. The approval routing process is as follows: Contractor, COR and CO (some program offices may require additional signatures on their TTO). All TTOs, at a minimum, will be reviewed and approved by the three approving officials discussed in this paragraph. IN ALL CASES, THE CO SHALL BE THE FINAL PERSON TO SIGN/APPROVE THE TTO. If any of the approving officials change during the course of contract performance, the CO shall be notified in writing as soon as possible

(d) The Contractor is obligated to perform all TTOs issued pursuant to the technical specification cited in paragraph (b), above. TTOs shall not constitute a basis for any increase in the fee or extension to the period of performance. Nothing contained in this clause authorizes the Contractor to incur costs in excess of the estimated cost or fund limitation set forth in the individual TTOs.

(e) All TTOs furnished to the Contractor shall be incorporated into this contract by reference.

(End of Clause)

H.21 352.216-9018 DELINQUENT AWARD FEE MODIFICATION PENALTY (MAR 1998)

The Contracting Officer shall issue a contract modification identifying the results of the fee determination official's findings for each performance evaluation period in accordance with a schedule set forth in the current Award Fee Plan as cited in the contract. If a contract modification is not issued in compliance with the timeframe specified in the Award Fee Plan, the contractor shall be entitled to interest on the determined award fee amount for that specific period at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the modification issuance date. This rate is referred to as the "Treasury Rate", and is published in the FEDERAL REGISTER semiannually or about January 1 and July 1. The interest on any late award fee determination amount will be

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calculated using the following formula from the first day after the expiration of the timeframe specified in the current Award Fee Plan through the actual date of the contract modification identifying what award fee has been earned for that specific period. In the event that provisional billing has been authorized under the contract, the Government shall only be liable for interest on the balance between the final Award Fee determination for the specified period and what has been authorized under the Provisional Billing clause. Notwithstanding the above, the Government shall not be liable for any interest penalty that is in excess of the sum total of the Award Fee available in the current evaluation period and the unearned Award Fee from the prior evaluation period at the time of the contract modification.

However, in the event that the Government has exercised an option or renewed the contract into a subsequent fiscal year where annual appropriations (O&M funds) were utilized to fund the action, the Government's liability for any interest penalty in the first evaluation period of that year shall be restricted to the amount of the Award Fee available in the first evaluation period ONLY. Subsequent Award Fee modifications for evaluation periods during that fiscal year shall be subject to aforementioned terms where the Government's liability for interest will be restricted to the sum total of the amount of Award Fee available in the current evaluation period and the unearned Award Fee from the prior evaluation period.

$$\left[\left(\text{Current Treasury Rate} \% \right) / \left(\# \text{ of Annual Calendar Days} \right) \right] \times \left(\text{No. of days Gov't. is delinquent} \right) \times \left[\left(\text{Amount of Award Fee earned in the period} \right) \text{ minus } \left(\text{the Amount of Provisional Award Fee authorized for the period} \right) \right]$$

(End of Clause)

H.22 352.227-9000 SOFTWARE REQUIREMENT (AUG 1996)

The Contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the Contractor shall immediately inform the Contracting Officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

(End of Clause)

H.23 352.227-9002 COMMERCIAL COMPUTER SOFTWARE - CONTRACTS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this contract will be acquired under the license customarily provided by the contractor to the public to the extent those licenses are consistent with Federal procurement law.

(End of Clause)

H.24 352.227-9003 YEAR 2000 COMPLIANCE - COMMERCIAL ITEMS (JUL 1999)

Definition: INFORMATION TECHNOLOGY means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This is for equipment used by the government directly or is used by a contractor under a contract with the Agency which (1) requires the use of such equipment, or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does NOT include any equipment that is acquired by a Federal Contractor incidental to a Federal contract.

The Contractor warrants that each information technology product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. All items developed or delivered under this contract are covered under this clause unless expressly noted otherwise. If the contract or DD1155 contains a technology refreshment clause, successor products provided thereunder are also covered under this clause unless expressly noted otherwise. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the

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contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Clause)

H.25 352.227-9004 YEAR 2000 COMPLIANCE - NON-COMMERCIAL ITEMS (JUL 1999)

Definition: INFORMATION TECHNOLOGY means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This is for equipment used by the government directly or is used by a contractor under a contract with the Agency which (1) requires the use of such equipment, or (2) requires the use, to a significant extent, of such equipment in the performance of a service of the furnishing of a product. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does NOT include any equipment that is acquired by a Federal Contractor incidental to a Federal contract.

The contractor warrants that each non-commercial item of information technology delivered or developed under this contract shall be able to accurately process date/time data (including but not limited to: calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. All items developed or delivered under this contract are covered under this clause unless expressly noted otherwise. If the contract or DD1155 contains a technology refreshment clause, successor products provided thereunder are also covered under this clause unless expressly noted otherwise. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Clause)

H.26 352.228-9002 NOTICE : INSURANCE - WORK ON A GOVERNMENT INSTALLATION (AUG 1996)

(a) In accordance with FAR 28.307-2 the contractor shall at his own expense, procure and maintain during the entire performance period of this contract insurance of at least the kinds and minimum amounts set forth below:

Worker's Compensation and Employer's Liability Insurance.....	\$100,000
General Liability Insurance:	
For Bodily Injury Liability -	
Minimum Per Occurrence.....	\$500,000
Automobile Liability Insurance:	
Minimum Per Person.....	\$200,000
Minimum Per Occurrence for Bodily Injury.....	\$500,000
Minimum Per Occurrence for Property Damage.....	\$20,000

(b) Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all first-tier subcontracts hereunder. The contractor shall furnish (or ensure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of (b) above, for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the Government installation.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.27 352.239-9006 NOTIFICATION - GOVERNMENT REQUESTS TO PURCHASE INFORMATION TECHNOLOGY (IT) (JUL 2003)**

(a) Definitions.

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

"Information Technology" - The term "information technology" (IT) with respect to an NSA/CSS acquisition means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data or information by NSA/CSS. For the purposes of the preceding sentence, equipment is used by NSA/CSS directly or is used under a contract with the executive agency that (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. "IT" includes computers, peripherals and other ancillary equipment, network components, telecommunications equipment and components, software, firmware and similar procedures, services (including support services), and related resources.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of certain Government requests to use contract funds to purchase IT. The intent of the clause is to preclude the Government from using existing contracts to purchase IT that should be properly acquired in accordance with NSA's acquisition process.

The contractor shall notify the Contracting Officer, in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including written or oral communications) by any Government employee, other than the Contracting Officer, which instructs or directs the contractor to use contract funds to purchase IT that was either: 1) not originally proposed or subsequently proposed and approved by the Government for the contract effort, or 2) constitutes a change to the general scope of the contract, or 3) is not required by the contractor for contract performance. On the basis of the most accurate information available to the Contractor, the notice shall state-

- 1) The date of the request;
- 2) The name, title, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct; and
- 3) The identification of the IT equipment (manufacturer and description) and the substance of any oral or written communications involved.

(c) Government response. The Contracting Officer shall respond to the notice in writing within 15 calendar days after receipt of notice. The Contractor shall take no action to use contract funds to purchase the subject IT until the Government's response is received. In responding, the Contracting Officer shall either -

- 1) Confirm that the Government's request for the contractor to purchase the stated IT was inappropriate and advise that the purchase is not authorized;
- 2) Advise the contractor that the Government's request for the contractor to purchase the stated IT is appropriate and authorize use of contract funds; or
- 3) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (c)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

H.28 352.239-9007 INFORMATION TECHNOLOGY - COMMON SECURITY CONFIGURATIONS (FEB 2010)

(a) The Federal Desktop Core Configuration (FDCC) mandate requires Contractors to standardize desktop and laptop configurations to meet FDCC standards. This clause applies to all desktops and laptop computers that are running Windows XP or Windows Vista where such systems interface with or are planned to interface with federal government systems or computers which are owned or operated by a Contractor on behalf of or for the United States Government.

(b) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, refer to the National Institute of Standards and Technology (NIST) at: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, refer to NIST at: http://csrc.nist.gov/itsec/guidance_vista.html.

(c) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(d) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

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(e) Contractors shall certify compliance with Federal Desktop Core Configuration requirements. A certification letter shall be provided to the Contracting Officer, in writing, on or before January 31st of each year for the preceding calendar year. The letter shall certify that their products/applications operate correctly with FDCC configurations and do not alter FDCC settings.

(f) This shall be a mandatory clause in all contracts and subcontracts at any tier. A copy of the subcontractor's certification letter shall be included with the Contractor's certification letter that is provided to the Contracting Officer.

(g) The Contractor shall send any questions directly to the Contracting Officer.

(End of Clause)

H.29 352.239-9008 PROHIBITION OF PROCUREMENT OF PORTABLE COMPUTING DEVICES (MAR 2010)

(a) Definitions.

(i) Portable Computing Devices (PCDs). PCDs consist of computer assets that have information acquisition, storage, visual display, audio, touchpad, networking/communications capability and are easily carried. This includes, but is not limited to, laptop, notebook and tablet computers, iPods, I-phones, Blackberries®, palmpilots, external memory, global positioning systems (GPS), and personal digital assistants (PDA). PCDs can be either classified or unclassified. Use of the term PCD throughout this clause refers to PCDs and PDAs.

(ii) Personal Digital Assistant (PDA). PDAs consist of electronic hand-held computing and/or communications devices that allow input, manipulation, storage, and/or output of data, which can include remote transmission capabilities. This would include Blackberries®, cellular phones, two-way pagers, mobile e-mail devices, digital music storage devices (such as MP3 players or iPods), any mobile device that has networking and wireless capability, or any combination of these devices and technologies. PDAs can be either classified or unclassified.

(b) The general policy of the agency is that all PCDs to be acquired by or for the agency or for use under agency contracts shall be acquired through approved agency contract vehicles. The Contractor is prohibited from procuring PCDs, unless express written authorization is given by the Contracting Officer.

(c) Contractor requests to procure a PCD under the contract as an exception to this prohibition shall be submitted to the Contracting Officer, in writing, and shall contain the following information:

- 1) The date of the request, contract number, delivery/task order number if applicable;
- 2) Description of the equipment to be purchased (Name of Manufacturer, Model/Part Number, Nomenclature, Quantity, Unit Price and Total Price); and
- 3) Rationale regarding the need for the PCD and unique circumstances that require the Contractor to procure the PCD rather than the Government.

(d) In the event the Contracting Officer authorizes the Contractor to procure the PCD under the contract, the Contractor will be required to ensure such contractor-acquired property is fully accounted for at all times in accordance with Agency guidelines for barcoding and contract inventory reporting requirements.

(End of Clause)

H.30 352.242-9004 CONTRACTOR PARTICIPATION IN CONTRACTOR PERFORMANCE EVALUATION ASSESSMENTS - CONTRACT (FEB 2000)

This contract will be subject to periodic Contractor Performance Evaluation Assessments. In accordance with FAR 42.1502, the Maryland Procurement Office maintains a database on Contractor past performance applicable to all contracts over \$1,000,000. Information on the performance of this contract will be maintained in the database and updated on a yearly basis (if contract period of performance exceeds one year) and at completion of the contract. The Contractor's participation in this process, in terms of review of the Contractor Performance Evaluation Assessment form, shall not cause an increase in the estimated cost/price of this contract.

(End of Clause)

H.31 352.243-9000 NOTICE: UNAUTHORIZED CHANGE ORDERS (APR 1989)

The Contracting Officer (CO) may appoint a Contracting Officer's Representative, Inspector, or other technical representative. No order, statement or conduct of any such person shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule under that or any other clause. No appointee of the CO is acting within the limits of his/her authority when he/she attempts to change the contract. The contract shall not be changed except by issuance of a

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written change order signed by the CO. No representative of the CO shall be authorized to issue a written change order under the "Changes" clause of this contract.

(End of Clause)

H.32 352.244-9000 NOTICE: SUBCONTRACTING WITH CANADIAN CONTRACTORS (OCT 1993)

Provided the sponsoring Government Activity is not disclosed, the offeror is not prohibited from subcontracting with Canadian Contractors, unless the work to be performed under any resulting contract is classified in nature.

Federal Acquisition Regulation (FAR), Part 44, Subcontracting Policies and Procedures, particularly Subpart 44.2 - Consent to Subcontract, applies.

In addition to those clauses which the prime contractor is normally required to insert in subcontracts, the following must be included, as required.

FAR 52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005)
DFARS 252.225-7003 Reporting of Contract Performance Outside the United States (JUN 2005)

(End of Clause)

H.33 352.245-9001 GOVERNMENT FURNISHED PROPERTY (AUG 2006)

(a) The Government shall deliver to the Contractor, F.O.B. carrier's equipment, wharf, or freight station _____, where the work will be performed, the following property to be used for this requirement:

Description	Qty	S/N (each)	Value	To be delivered to Contractor
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Government Furnished Property will be determined on a task order by task order basis.

(b) The Contractor shall inspect the property within thirty (30) days of its receipt. Damaged or defective property will be promptly reported to the Contracting Officer after having a confirming inspection thereof made by the Government Representative. The Contractor will also request a confirming inspection by the carrier's representative where he considers the damage to be attributable in some degree to the carrier.

(c) A representative of the Contracting Officer may be present to inspect the condition of the property prior to packaging thereof for return to the Government. The Contractor will notify the designated property administrator prior to the packaging of the property for return so that personnel may be assigned for these examinations.

(d) In fulfillment of the requirements of the contract clause entitled "Government Property", reporting of Government Property inventory shall be submitted in accordance with FAR 45.508.

(e) Under no circumstances shall government property be accepted by the contractor without a contracting officer's signature on the shipping document.

(f) After acceptance of GFP by the contractor, a copy of the signed shipping document (DD Form 1149) shall be provided to the Contractor Officer.

(g) All inquiries with regard to the above property should be directed to the designated property administrator.

(End of Clause)

H.34 352.245-9003 DESIGNATION OF PROPERTY ADMINISTRATOR - RECORDS OF GOVERNMENT PROPERTY (JUN 2005)

(a) The cognizant Defense Contract Management Agency (DCMA) component is designated to administer the maintenance by the contractor of official Government Property Records for all Government property.

(b) The contractor will sign one (1) copy of the shipping or inspection document acknowledging receipt of property and forward same to the designated property administrator.

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(End of Clause)

H.35 352.245-9006 NOTICE: REPORTS OF GOVERNMENT PROPERTY (OCT 1993)

The contractor shall furnish annual reports of Government property in accordance with DFARS 245.505-14.

(End of Clause)

H.36 352.245-9008 GOVERNMENT PROPERTY INVENTORY REPORT AND DISPOSITION INSTRUCTIONS (AUG 2006)

Immediately upon completion of the contract, the contractor shall perform and cause each subcontractor to perform a physical inventory, of all Government property (Government Furnished Property, Documents, Contractor Acquired, and Residual) applicable to the contract. Government property found at the contractor's facility to include each subcontractor but not identified under the contract shall be accounted for on the Government Property Inventory Report applicable to the contract. Three (3) copies of the report shall be delivered to the Contracting Officer and one (1) copy to authorized DCMA representative if delegated within 30 days after completion of the contract. The report shall identify all Government Furnished Property, Contractor Acquired Property, and Residual Property under the contract.

Government will provide the contractor with disposition instructions within 60 days after receipt of an acceptable inventory. Failure by the Government to provide disposition instructions within 60 days, the contractor shall ship all property listed on the inventory to the following address:

Maryland Procurement Office
Dorsey Road Warehouse
1472 Dorsey Rd., Doors 1, 2 or 3
Hanover, MD 21076
REF: H98230-10-D-0133

Attn:
Piece Number and total # of pieces shipped (i.e., "Box 2 of 10")

(b) (3)-P.L. 86-36

NOTE: Three copies of the shipping document shall be provided to the Contracting Officer. If the Contracting Officer has delegated contract administrative functions for property to DCMA, an additional copy of the shipping document shall be provided directly to DCMA.

NOTE: Schedule shipments to arrive at destination from 7:00 AM to 2:30 PM Monday through Friday, excluding Federal holidays. Call 301-688-7353 no less than 24 hours in advance of delivery for full loads, special handling, or if you would like to schedule for a specific time.

NOTE: Contractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

* If the contract number begins with MDA904 or H98230, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, MDA904 or H98230-0X-C-0001 may be shown on the packing slip as 0X-C-0001, and MDA904 or H98230-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005. Contract numbers beginning with other than MDA904 or H98230 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

(End of Clause)

H.37 352.251-9000 SINGLE-SCOPE BACKGROUND INVESTIGATION (SSBIs) FOR CONTRACTOR PERSONNEL - MANDATORY USE OF BACKGROUND INVESTIGATION PROVIDERS (BIPs) (JUNE 2008)

Under the authority granted to the Agency by USD (I) to outsource SSBIs for NSA contractor personnel, the Contractor shall utilize BIPs to perform the SSBI portion of the clearance process. The BIPs, MSM Security Services, Inc. and OMNIPLEX World Services Corporation, are under contract with MPO and are credentialed to perform the SSBI portion of the clearance process with respect to contractor personnel endorsed by a Contracting Officer's Representative (COR) on an MPO contract.

To initiate the clearance process, the Contractor must complete a Sponsorship Letter (Form G3542) and forward to the COR for approval. When the Contractor receives COR approval, the Contractor shall provide the Sponsorship Letter and Security Package to the NSA Office of Security (Q232). The Government shall select one of the two BIPs to perform the SSBI portion of the process.

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The BIP points of contact are:

MSM Security Services Inc.
POC: Eric Crow
Phone #: 301-860-3093

OMNIPLEX World Services Corporation
POC: Lisa McLeod
Phone #: 703-652-3222

Payment to BIPs: The Contractor shall not include any BIP related cost incurred on or after 1 October 2004 in any invoice to the government on this contract, as the BIPs will be paid for SSBi services directly by the government.

Cost Allocation of BIP costs: Contractors shall not charge BIP costs related to any NSA contract as a direct charge or to any corporate indirect cost account. All BIP costs for NSA contractor clearances must be reimbursed directly by NSA.

(End of Clause)

H.38 352.290-9001 RETENTION OF INFORMATION (OCT 1993)

After completion of the contract, the contractor shall not retain in his possession (unless specified by the contract document) any drawings, sketches, prints, reports, or other data developed under this contract without written approval of the Contracting Officer, or his duly authorized representative.

(End of Clause)

H.39 352.290-9003 UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS DATA (SEP 2006)

(a) The contractor is strictly prohibited from disclosing any information derived from Government data bases. This prohibition applies equally to extracts or summaries of such information, and includes oral, written, or electronic media disclosures. The subject data bases include, but are not limited to, financial data bases, program budget information data bases, and procurement information data bases. In limited circumstances, the Contracting Officer may authorize the contractor's disclosure of such information when disclosure is necessary to the successful completion of the contract. The contractor's unauthorized disclosure of Government data base information could result in the disqualification, debarment or suspension of the contractor. Such an unauthorized disclosure may also constitute a criminal violation of the fraud or information disclosure provisions of Title 18 of the United States Code. In addition, the unauthorized disclosure of classified data base information may constitute a violation of the "espionage" provisions of Title 18 of the U.S. Code, Sections 793, 794, and/or 798, or Title 50 of the U.S. Code, Section 783.

(b) As a precondition to contractor access to financial management information (e.g., data that imparts knowledge of the Agency's financial posture, including but not limited to financial planning, programming, budgeting and execution (PPBE) information), all contractor personnel for whom such access is required shall execute a non-disclosure agreement specifically governing such information, and requiring such personnel (a) to use the information only in the performance of the contract, (b) not to disclose it to unauthorized personnel, and (c) to report any violation of the non-disclosure agreement to the Agency. To help satisfy Department of Defense PPBE accountability obligations, a copy of each such non-disclosure agreement will be maintained by the Agency's Directorate of Finance.

(c) The Contractor shall provide the COR a list of applicable employees prior to personnel gaining access to any Information System(s).

(d) Information Systems is defined as any telecommunications and/or computer-related equipment or interconnected system or subsystems of equipment that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmitting, or receiving of voice and/or data, and includes software, firmware, and hardware.

(End of Clause)

H.40 352.290-9005 CORE PERSONNEL (OCT 1993)

It is understood and agreed by the Contractor that the reassignment of employees, designated as "core personnel" in accordance with the definition of that term specified elsewhere herein shall be governed by the following provisions:

(a) All core personnel shall be designated upon their assignment to this effort as "full-time" or "part-time" personnel. For purposes of this categorization, any core employee shall be designated as a "full-time" employee who, it is anticipated at the time of assignment to this effort, will work solely under this effort for the next succeeding year. In the event that this contract has less than a year to run at the time of assignment, the contractor should presume its continuation beyond the then current term for purposes of this calculation.

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However, under no circumstances shall this be construed as obligating the Government to extend the contract beyond its then current term. All other core employees shall be designated as part-time employees. Whenever, for any reason, approved personnel are no longer available for work under the contract, the contractor shall immediately notify the Contracting Officer.

(b) For purposes of the full-time core employee:

(1) The contractor shall not, without the prior approval of the Government, reassign any employee assigned to this effort such that said employee is not available for assignment back to this effort within 48 hours. Such approval shall not normally be granted by the Government in those instances wherein it is anticipated that the individual being reassigned would have to be replaced within the next two months. The Government reserves the right to approve any successor, replacement, and/or substitute to the personnel assigned.

(2) The contractor shall not, without the prior approval of the Government, reduce the number of hours worked under this effort by any full-time core employee in the event that such reduction would require the assignment of new core personnel to this effort.

(3) Full-time core personnel who have been assigned to the program for a minimum of two years may be reassigned without Government approval and at the sole discretion of the Contractor.

(4) In no event will the Government disapprove the reassignment of any core personnel who are reassigned for humanitarian/hardship reasons. For purpose of the operation of this provision, the Government shall have the right to determine whether the reassignment is for humanitarian/hardship reasons.

(c) For purposes of the part-time core employee.

Part-time core employees may be reassigned at the discretion of the Contractor subject to the Contractor's agreement that it will minimize the numbers of such reassignments so as to minimize the requirement to assign new part-time core personnel.

(End of Clause)

H.41 352.290-9006 UTILIZATION OF PROJECT PERSONNEL (OCT 1993)

Any technical personnel who, during the performance of the contract, are assigned by the contractor to replace the technical personnel identified by the contractor in his technical proposal (or during negotiations) for work on the Project shall possess at least the same technical qualifications and be capable of assuring satisfactory performance of the work required by this contract.

(End of Clause)

H.42 352.290-9008 USE OF NON-GOVERNMENT PERSONNEL BY THE MARYLAND PROCUREMENT OFFICE FOR CONTRACT CLOSEOUT (JUN 2001)

Contractor personnel who have executed a non-disclosure agreement with this office may administratively handle documentation associated with this contract for closeout purposes. Your signature on this document constitutes acknowledgement and acceptance of the Maryland Procurement Office's use of contractor personnel in the administrative closeout of this contract.

Documentation may include, but is not limited to, proprietary information, rate information, billing information and supporting documentation.

(End of Clause)

H.43 352.290-9009 GOVERNMENT-CONTRACTOR RELATIONS: CONTRACTOR IDENTIFICATION (JUN 2005)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exist or will exist under the contract between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government

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personnel, or over personnel of other Contractors under other MPO contracts, or become a part of the Government organization.

(3) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DoD or the Federal Government.

(4) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship: The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government. The Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply. The entire consideration and benefits to the Contractor for performance of this contract are contained in the provisions for payment under this contract.

(e) Contractor employees shall be clearly identifiable while on Government property or when otherwise representing the Government. At all times when performing this contract at Government facilities, every contractor employee shall, in accordance with Government procedures, obtain and display the appropriate Government-issued badge that identifies the employee as a contractor employee. When performing work under this contract in any capacity whatsoever, such contractor employees shall use only those Government services, facilities, or equipment (including computers) that are available to them as a result of their contractor employee access to Government facilities. In addition, Contractor personnel attending meetings, answering telephones, sending e-mail, and working in other situations where their Contractor status is not obvious to the Government and/or third parties are required to identify themselves as Contractor employees. Also, all documents or reports produced by Contractor personnel to be delivered to Government must be suitably marked as Contractor products to ensure that Contractor participation is appropriately disclosed.

(f) Notice: It is the Contractor's, as well as the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated. The following procedures will be used:

(1) The Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature, and circumstance of the conduct, the name, function, and activity of each government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the contact, and the estimate in time by which the Government shall respond to this notice to minimize cost, delay or disruption of performance.

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

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance;

(ii) Countermand any communication regarded as a violation;

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance;
or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(v) This notice does not constitute a claim and resolution will not result in any increase to the price/cost of this contract.

(g) The Contractor shall ensure that all of their personnel working in Government facilities are knowledgeable of the content of this clause. The Contractor shall ensure that all of their personnel working in Government facilities are knowledgeable of their reporting responsibilities under this clause.

(End of Clause)

H.44 352.290-9010 CONTRACTOR FULL-TIME EQUIVALENT (FTE) AND ANNUALIZED COST DATA (AUG 2007)

(a) Definitions. As used in this clause -

(1) "Full-time equivalent (FTE)" means the total number of regular straight-time hours (i.e., not including overtime or holiday hours) worked by employees divided by the number of compensable hours applicable to each fiscal year. The number of compensable hours for each fiscal year is provided in OMB Circular No. A-11, Preparation, Submission, and Execution of the Budget, Section 85.5 (b).

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(2) "Annualized Cost of these FTE Contractors" means the contract's average cost per FTE (actual or estimated). If a contract provides for multiple rates, estimate the average annual rate.

(b) The contractor shall provide full-time equivalent (FTE) and annualized cost data electronically throughout the entire contract period of performance stipulated in F.4 via the Internet. An External Certificate Authority/Interim External Certificate Authority (ECA/IECA) certificate is required to enable Contractor access to the Contractor Manpower and Funds Expenditure Data website. Information about obtaining an IECA certificate is available on the Internet at <http://iase.disa.mil/pki/eca/index.html>. After obtaining the IECA certificate, the Contractor shall call (410) 854-5445 to establish an account unless an account already exists. The manpower and expenditure data listed below shall be input quarterly on or before 15 January, 15 April, 15 July, and 15 October:

Company Name
 Company Address
 Report Quarter (pull down menu, e.g., Oct - Dec) Year (pull down menu)
 Contract Number Performance End Date (mm/dd/yy)
 Delivery Order No. (if applicable)
 Project Name, Org*
 Building** (pull down menu)
 Prime or Sub (pull down menu)
 Clearance (pull down menu)
 Total Number of FTE employees billed to this contract during the report quarter
 Subcontractor Company Name (if applicable)
 Total Number of FTE Contractor Employees
 Total labor dollars spent this reporting quarter
 Total labor dollars spent this fiscal year
 Annualized Cost of these FTE Contractor Employees

*Note: Contact the Contracting Officer's Representative (COR) or the Contracting Officer (CO) for the Project Name.

**Note: Choose OFFSITE if the labor is performed in contractor facilities.

(c) The Contractor shall insert the substance of this clause, including this paragraph, in cost reimbursement, time and materials, labor hour, and fixed-price level-of-effort subcontracts under this contract.

(End of Clause)

H.45 352.290-9011 REQUIRED ACQUISITION RESOURCE CENTER (ARC) REGISTRATION (OCT 2003)

(a) Definitions: As used in this clause -

(1) "Acquisition Resource Center (ARC) Business Registry" means the primary Maryland Procurement Office (MPO) repository for contractor information required for the conduct of business with MPO.

(2) "Registered in the ARC Business Registry" means that all mandatory information is included in the ARC Business Registry.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the ARC Business Registry prior to award, during performance, and through payment of any contract resulting from this solicitation, except for awards to foreign vendors for work performed outside the United States.

(2) Lack of registration in the ARC Business Registry shall make an offeror ineligible for award.

(3) MPO established a goal of registering all contractors in the ARC Business Registry to provide a market research tool and to facilitate communication between the MPO and the contractor community. Offers that are not already registered in the ARC should apply for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the ARC, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor agrees to periodically update information when previously provided information changes. To remain registered in the ARC Business Registry after the initial registration, the Contractor is required to confirm annually or before the anniversary of the initial registration that the information is accurate and complete.

(d) Offerors that are not already registered in the ARC Business Registry shall register via the Internet at: <http://www.nsaarc.net/>

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.46 352.290-9014 CONTRACTOR USE OF GOVERNMENT INFORMATION SYSTEMS (MAY 2007)**

Contractors that require access to NSA/CSS Government Information Systems (GIS) shall comply with the NSA/CSS Policy 6-4, Contractor Use of Government Information Systems. The GIS includes any equipment owned, leased, controlled, or operated on behalf of NSA/CSS through contract as defined within the policy. NSA/CSS Policy 6-4 is applicable to all NSA/CSS contractors, subcontractors, and their personnel that use, implement, maintain, or have access to GIS. A copy of NSA/CSS Policy 6-4 can be accessed via the Acquisition Resource Center (ARC) (www.nsaarc.net) by clicking the "Acquisition News" link.

(End of Clause)

H.47 352.290-9016 COMMERCIAL SOFTWARE PURCHASE AND REGISTRATION (AUG 2008)**352.290-9016 COMMERCIAL SOFTWARE PURCHASE AND REGISTRATION (AUG 2008)**

As prescribed at 390.211, insert the following clause in Section H of all cost reimbursement, time-and materials solicitations and contracts and/or other solicitations and contracts that include a material Not-to-Exceed (NTE) Pool and/or Other Direct Costs (ODCs).

NOTIFICATION OF COMMERCIAL SOFTWARE PURCHASE AND REGISTRATION (AUG 2008)

(a) The Government has established a variety of licensing agreements for commercial software products that are widely used throughout NSA. To facilitate the maximum utilization of these licensing vehicles, and to assist the Government with an auditable accounting of software purchased under contracts and/or provided as government furnished property (GFP), the following process is required:

(1) At least thirty days prior to any planned purchase of commercial software licenses as a material or direct cost under the contract, contractors shall submit requests for commercial software license(s) and associated software rights (e.g., rights to upgrades, revisions, repairs, patches, maintenance, etc., however labeled) via the internal web at <http://sc.eis.nsa/> ('go software central') by clicking on the Software Verification link. Contractors who do not have access to the internal web (NSAnet) shall call (301) 688-0753 to obtain information on how to contact the Software Central Registration Desk via telephone. In addition, at the same time, the contractor shall submit this request to the Contracting Officer (CO) and the Contracting Officer's Representative (COR).

(2) Software Central will review the request to determine if licenses are currently available through existing inventory and respond in writing within 10 calendar days. If commercial software licenses are available, Software Central will notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the contractor. The COR will determine and recommend to the CO whether the software is required to perform and within the scope of the contract. Approval of the CO is required prior to transfer of commercial software licenses from the Government to the contractor and should be accomplished within 7 calendar days of notification of inventory availability. Any commercial software licenses provided to the contractor will be Government Furnished Property (GFP), subject to the commercial software license(s) under which the government acquired the right to transfer the software. The contractor is solely responsible to understand and comply with the terms and conditions of the commercial software licenses provided under the contract.

(3) If commercial software licenses are not available from Software Central, or, if Software Central does not respond in writing within 10 calendar days, the contractor shall notify the COR and CO. The COR will recommend to the CO whether purchase of the commercial software license is an appropriate cost under the contract. Authorization to purchase the commercial software will be provided within 7 calendar days of the recommendation received from the COR. Approval is subject to the availability of existing funds on the contract. The contractor shall only purchase commercial software license(s) if approved in writing by the CO.

(4) Contractors shall register commercial software licenses whether purchased or provided as GFP, within 30 calendar days after installation, normally via the internal web at ('go software central') by clicking on the Software Registration link. Contractors who do not have access to the internal web (NSAnet) shall call (301) 688-0753 to obtain information on how to contact the Software Central Registration Desk via telephone in order to provide the Government (Software Central) the information required to register the commercial software licenses and/or associated software rights. b6-36

(5) The mandatory information* required for registration by the contractor with Software Central as of the date of this clause is as follows:

Enter SID**
Name of software
Manufacturer
Part number
Version number
Operating System
Total Quantity
Contract Number
New License, Maintenance Renewal or Both?
Agency POC***
Program/Project
What was the cost per license?

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What was the total cost of this/these licenses?

* Note 1: This is the mandatory information currently required and may be subject to subsequent change(s).

** Note 2: The SID is only required if the contractor has NSANet connectivity.

***Note 3: The Agency POC is the primary Contracting Officer's Representative (COR) or as otherwise designated in the contract.

(b) Any costs related to the purchase or installation of commercial software licenses or associated software rights that are incurred without the review by Software Central, determination by the COR and written approval from the cognizant Contracting Officer shall be deemed an unallocable cost in its entirety. Any other costs related to the purchase of the software licenses are unallocable to include but not limited to overhead, general and administrative expenses, and profit.

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.1 REFERENCED CLAUSES**

The following contract clause(s) pertinent to this section is/are hereby incorporated

<u>CLAUSE NO.</u>	<u>TITLE</u>
52.202-01	DEFINITIONS (JULY 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEPT 2006)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)
52.215-02	AUDITS AND RECORDS - NEGOTIATION (JUNE 1999) - ALTERNATE II (APR 1998)
52.215-08	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-08	FIXED FEE (MAR 1997)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	Small Business Subcontracting Plan (DEVIATION) (APR 2009)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

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52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEPT 2006)

52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-06 DRUG-FREE WORKPLACE (MAY 2001)

52.226-01 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

52.227-01 AUTHORIZATION AND CONSENT DEC 2007)

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (DEC 2007)

52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007)

52.228-07 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

52.230-02 COST ACCOUNTING STANDARDS (OCT 2008)

52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

52.232-01 PAYMENTS (APR 1984)

52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-20 LIMITATION OF COST (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (OCT 2003)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-01 DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)

52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

52.237-03 CONTINUITY OF SERVICES (JAN 1991)

52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-02 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)

52.244-02 SUBCONTRACTS (JUNE 2007)

52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.245-01 GOVERNMENT PROPERTY (JUNE 2007) (See also 52.245-01A for continuation of text) (DARS Class Deviation 2007-00012)

52.245-02 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS) (JAN 1986) (DEV) - ALTERNATE I (JUL 1985)

52.245-09 USE AND CHARGES (JUN 2007)

52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.211-7000 ACQUISITION STREAMLINING (DEC 1991)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION) (APR 2009)

252.222-7005 PROHIBITION ON USE OF NONIMMIGRANT ALIENS - GUAM (SEP 1999)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2008)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION 2008-00002)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (JUN 1995)
252.227-7021	RIGHTS IN DATA - EXISTING WORK (MAR 1979)
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)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(a) Definitions. As used in this clause "Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require -

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the

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Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(iii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of Clause)

I.3 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.4 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 30 September 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$90,967,219.00 and 801,974 hours;

(2) Any order for a combination of items in excess \$90,967,219.00 and 801,974 hours; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the period of performance of any Delivery Order issued within the effective period of the contract.

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.7 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

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

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

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel. *Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

I.8 52.227-03 PATENT INDEMNITY (APR 1984) - ALTERNATE III (JUL 1995)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(c) A to subcontracts at any tier for communication service, this clause shall apply only to individual communication service authorizations over the simplified acquisition threshold issued under this contract and covering those communications services and facilities (1) that are or have been sold or offered for sale by the Contractor to the public, (2) that can be provided over commercially available equipment, or (3) that involve relatively minor modifications.

(End of Clause)

I.9 52.232-25 PROMPT PAYMENT (OCT 2008) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in, this

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clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-- (1) Due date. (i) Except as indicated in subparagraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) (of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3))), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section I(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

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(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulation at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interests that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

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(ii)(A) The Contractors shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payment under utility contracts subject to tariffs and regulations).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due date. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

(End of Clause)

I.10 52.243-07 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

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

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

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

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such

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conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

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

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.11 52.252-02 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):

FAR: <http://www.arnet.gov/far/>

DFARS: <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of Clause)

I.12 252.216-7999 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (APR 2010) (DEVIATION)

(a) Definitions. As used in the clause-

"Covered incident" - (1) Means any incident in which the contractor-

(i) Has been determined, through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph (2) of this definition in the performance of this contract to have caused serious bodily injury or death of any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel; or

(ii) Has been determined through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph 2 of this definition to be liable for actions of a subcontractor of the Contractor that caused serious bodily injury or death to any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel.

(2) Shall include those incidents that have resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault or liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damage of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in -

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in subparagraphs (a)(2)(i), (a)(2)(ii) or (a)(2)(iii).

"Serious bodily injury" means a grievous physical harm that result in a permanent disability.

(b) The award fee of the Contractor may be reduced or denied, if its performance under this contract for the relevant award fee period results in a covered incident.

(End of Clause)

I.13 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD (MAY 2007)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that -

(1) Exceeds \$550,000.00 in value; and

(2) Could be performed inside the United States or Canada.

(c) Submission of reports. The Contractor -

(1) Shall submit a report as soon as practical after the information is known;

(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;

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- (3) Need not resubmit information submitted with its offer, unless the information changes;
 - (4) Shall submit all reports to the Contracting Officer; and
 - (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD (AT&L) DPAP (CPIC), Washington, DC 20301-3060.
- (d) Report format. The Contractor -
- (1) Shall submit reports using -
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and
 - (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of Clause)

I.14 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that -
- (1) Will be or has been performed outside the United States;
 - (2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
 - (3) Has not been identified in a report for a previous quarter.
- (c) Exception. Reporting under this clause is not required if -
- (1) A foreign place of performance is the principal place of performance of the contract; and
 - (2) The Contractor specified the foreign place of performance in its offer.
- (d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD (AT&L) DPAP (CPIC), Washington, DC 20301-3060.
- (e) Report format. The Contractor -
- (1) Shall submit reports using -
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and
 - (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.
- (f) Subcontracts. The Contractor -
- (1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000.00, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;
 - (2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and
 - (3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of Clause)

SECTION I - CONTRACT CLAUSES**I.15 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)****(a) Definitions.**

As used in this provision--

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means --

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification.

If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of Clause)

I.16 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(d) The contractor is not authorized to charge the government for this training.

(End of Clause)

I.17 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)**(a) Definitions. As used in this clause--**

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to Contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, Contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

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(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of Clause)

I.18 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties---

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that---

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of Clause)

I.19 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

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(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of Clause)

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

J.1 Statement of Work, entitled "Statement of Work for PERFECTCITIZEN", dated 08 September 2009

J.2 Contract Data Requirements List, DD 1423, dated dated 09 June 2009

J.3 DD Form 254, Contract Security Specification, dated 16 March 2009

(End of Clause)

MARYLAND PROCUREMENT OFFICE
9800 SAVAGE ROAD
FT. MEADE, MD 20755-6720

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NOTE:

Lorie, Please review and sign. Only need to fax back page 1 to me.

Thanks, Kevin