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DATE: 11-19-2012
CLASSIFIED BY 65179 DMH/MJS
REASON: 1.4 (c)
DECLASSIFY ON: 11-19-2037

[Redacted]

From: [Redacted]
Sent: Thursday, August 26, 2010 3:06 PM
To: [Redacted]
Subject: (S) [Redacted]

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RECORD 268-HQ-1068430

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[Redacted]

Some information you may want to discuss with Mr. [Redacted]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

[Redacted]

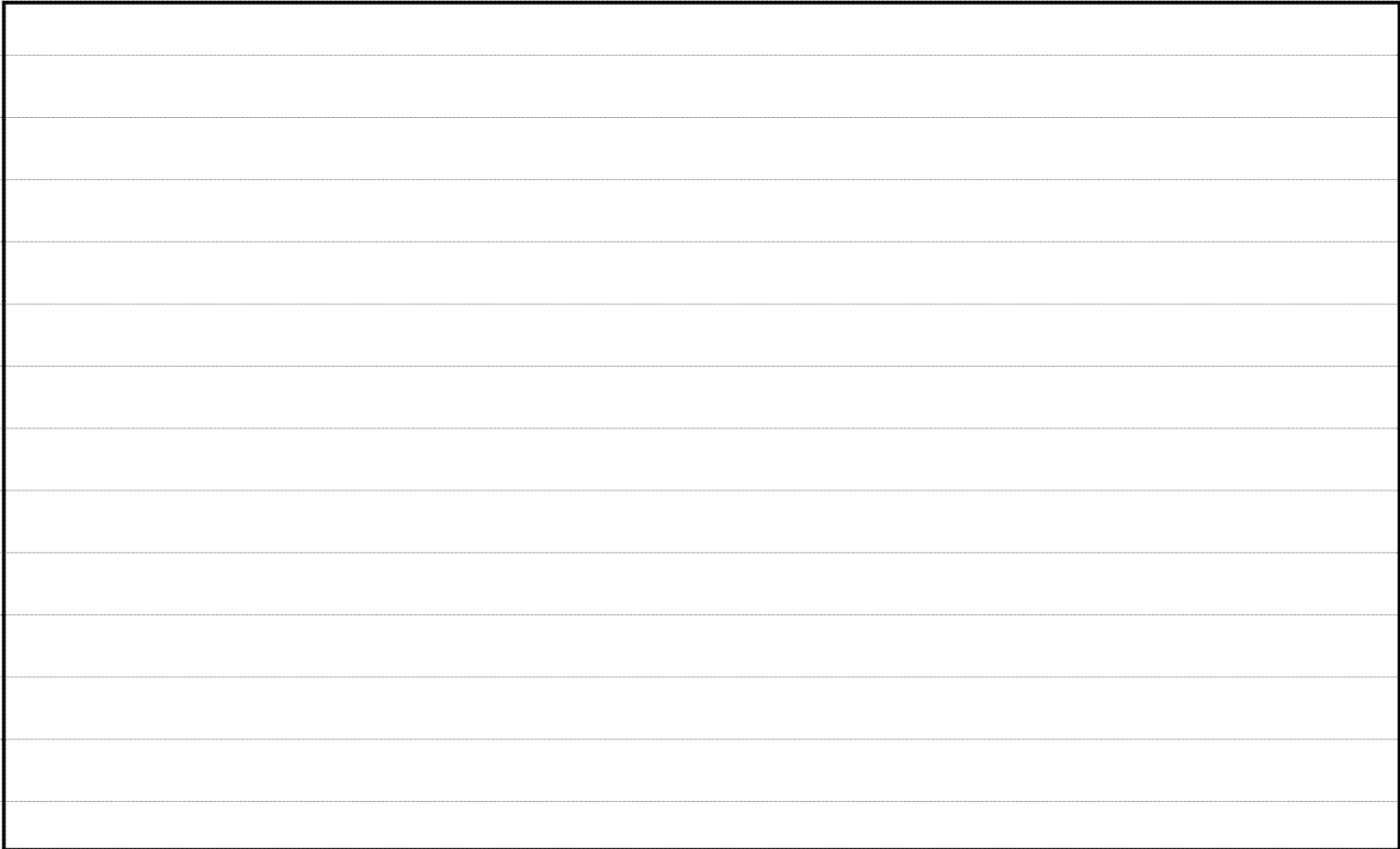
From: [Redacted]
Sent: Thursday, August 26, 2010 12:40 PM
To: [Redacted]
Cc: [Redacted]
Subject: (S) [Redacted]

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RECORD 268-HQ-1068430

[Large Redacted Area]

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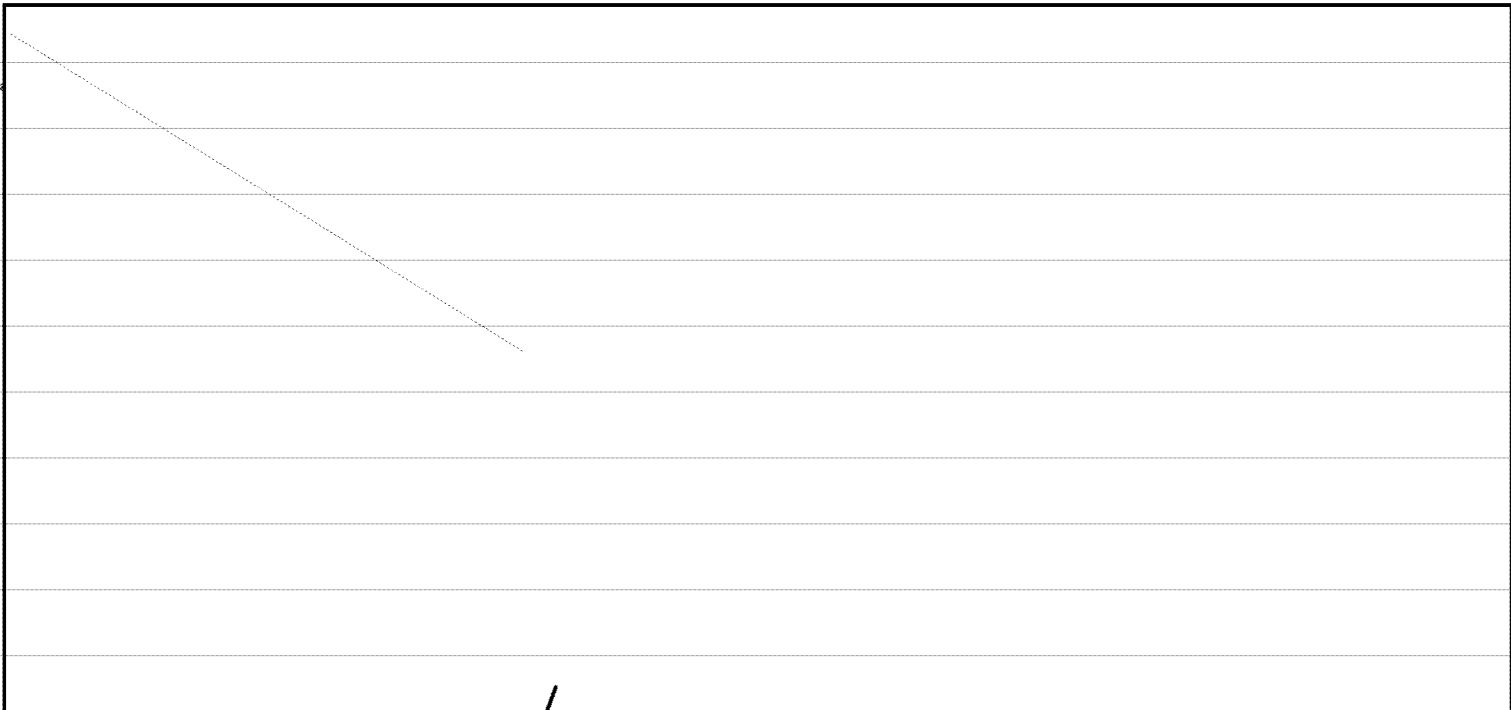


From: [Redacted]
Sent: Wednesday, August 25, 2010 7:28 AM
To: [Redacted]
Cc: [Redacted]
Subject: Urgent Request for Clarification on [Redacted] (OGA)
Importance: High

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If [] can't get the document to me in a timely fashion, please have him give me a call on my cell [] so I can atleast have the information before we start negotiating our tasks... but please make every effort to get this in writing.

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[Redacted]

From: [Redacted]
Sent: Wednesday, August 25, 2010 11:09 AM
To: [Redacted]
Subject: Re: [Redacted]

I confirm, that I want [Redacted] for the project but:

This only for items that we did not already provide them, as I believe that we may have already [Redacted]

Also, I would like them to pay for any services needed for the [Redacted] as well.

These [Redacted] would not become property of [Redacted] at end of contract, and shall be F numbered.

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This is my opinion, and think [Redacted] will make final call on this.

[Redacted]

----- Original Message -----

From: [Redacted]
To: [Redacted]
Sent: Wed Aug 25 11:03:49 2010
Subject: RE: [Redacted]

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Hi [Redacted]

Just to be clear - you do not want to issue them [Redacted] for any of the 4 items listed in the attachment. Instead you would like [Redacted] to purchase these with funding from the task order once awarded. Please be advised that they will be tacking on [Redacted] to these purchases, i.e. [Redacted]

Please confirm.

Thanks,

[Redacted]

----- Original Message -----

From: [Redacted]
Sent: Tuesday, August 24, 2010 4:52 PM
To: [Redacted]
Subject: FW: [Redacted]

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From: [Redacted]
Sent: Tuesday, August 24, 2010 4:49 PM
To: [Redacted]
Subject: RE: [Redacted]

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[Redacted] please forward to [Redacted]

I did not agree to [Redacted] any of the [Redacted] They were listed in the technical part of the proposal. I would rather they buy them, to include the service, and quote that as part of the contract price.

[Redacted]

From: [redacted]
Sent: Tuesday, August 24, 2010 4:35 PM
To: [redacted]
Subject: FW: [redacted]

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[redacted]
Please respond to [redacted] about this.
[redacted]

From: [redacted]
Sent: Tuesday, August 24, 2010 4:33 PM
To: [redacted]
Cc: [redacted]
Subject: [redacted]

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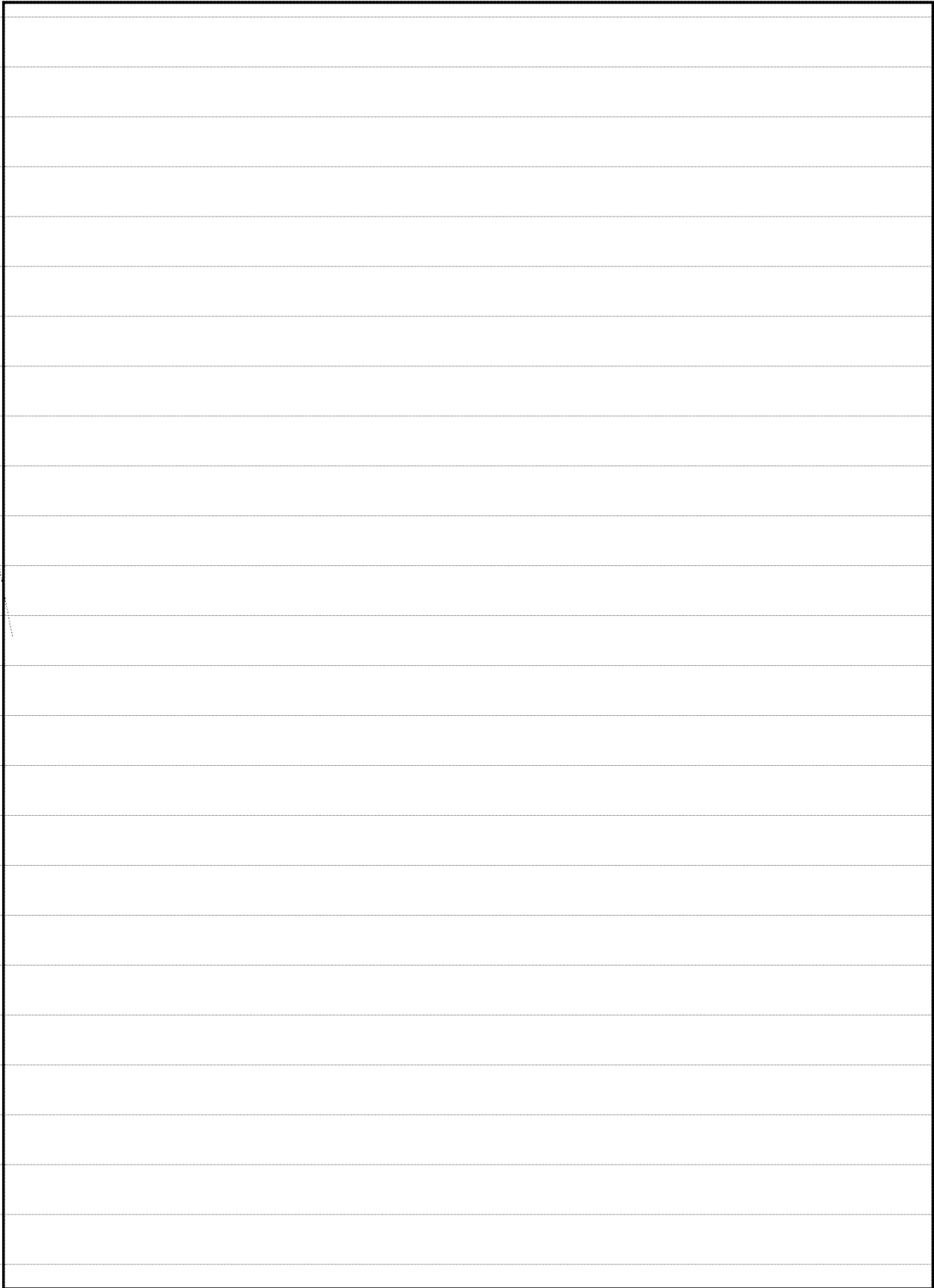
[redacted]
Please review our attached request for [redacted] delivery order.
[redacted]

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DATE: 11-15-2012
CLASSIFIED BY 65179 DMH/MJS
REASON: 1.4 (c, g)
DECLASSIFY ON: 11-15-2037

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[Redacted]

From: [Redacted]

Sent: Thursday, December 17, 2009 12:00 PM

To: [Redacted]

Subject: RE: Recap of Discussions and Agreements at December 4th Meeting, etc.

[Redacted]

Thanks for following up -- just wanted to make sure that this was on your radar screen.

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Happy holidays,

[Redacted]

From: [Redacted]

Sent: Thursday, December 17, 2009 8:06 AM

To: [Redacted]

Subject: Re: Recap of Discussions and Agreements at December 4th Meeting, etc.

Sorry [Redacted]

In NY. We are good-working on letter to you. Happy Holidays!

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[Redacted]

From: [Redacted]

To: [Redacted]
Cc: [Redacted]

Sent: Tue Dec 15 13:45:13 2009

Subject: RE: Recap of Discussions and Agreements at December 4th Meeting, etc.

H [Redacted]

Just checking back in with you about this message, and to see if you have any updated information about the status of [Redacted] application...

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Thanks,

[Redacted]

From: [Redacted]

Sent: Wednesday, December 09, 2009 4:36 PM

To: [Redacted]
Cc: [Redacted]

Subject: Recap of Discussions and Agreements at December 4th Meeting, etc.

[Redacted]

I wanted to recap what we discussed and agreed to at our meeting on December 4th and follow up with you about the items you asked me to reconfirm with [Redacted]

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I told [Redacted] that you had spoken to [Redacted] about the condition language that you and I developed on at our meeting on November 23rd. [Redacted]

[Redacted] - and that they are willing to accept this language as the condition for the [Redacted]. I have reconfirmed that [Redacted] is fine with this language, but we think that the condition should [Redacted]

[Redacted] We assume that [Redacted] has no issue with making that

[Redacted]

From: [Redacted]
Sent: Friday, June 18, 2010 4:30 PM
To: [Redacted]
Subject: [Redacted] NDA Revisions

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NON-RECORD

Good Afternoon Mr. [Redacted]

Thank you for taking the time to meet with me this afternoon to review the NDA [Redacted] provided to us in response to the original documents we drafted for them in April. Per our meeting, we determined that the revised NDA from [Redacted] was insufficient. As a result [Redacted]

Thank you again for your assistance,

[Redacted]

[Redacted]

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UNCLASSIFIED

FD-857 (Rev. 9-15-05)

SENSITIVE INFORMATION NONDISCLOSURE AGREEMENT

An Agreement between _____
and the Federal Bureau of Investigation (FBI) regarding the following activities:

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from FBI investigations as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications, the disclosure of which may compromise, jeopardize or subvert any investigation. Sensitive information also includes information relating to closed investigations, the disclosure of which might compromise, jeopardize or subvert other law enforcement activities or investigations. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the FBI.
2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information may cause irreparable damage to FBI investigations and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the FBI to receive it; or (b) I have been given prior written notice of authorization from the FBI that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.
4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the FBI. In addition, I have been advised that any unauthorized disclosure of information by me may constitute a violation or violations of United States criminal laws, including Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
5. I understand that all sensitive information to which I have access or may obtain access by signing this agreement is now and will remain the property of, or in the control of the FBI unless otherwise determined by an authorize official or final ruling in a court of law. I agree that I shall return all sensitive materials which have or may come into my possession, or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; or (b) upon the conclusion of my relationship with the FBI, whichever occurs first.
6. I understand that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 12958; Section 7211 of Title 5, U.S.C. (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the FBI Whistleblower Protection Act (5 U.S.C. 2303, 28 C.F.R. Part 27) (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling. I further understand, however, that any such information that is disclosed pursuant to applicable federal law continues to be subject to this agreement for all other purposes, and disclosure to the appropriate entities provided by federal law does not constitute public disclosure or declassification, if applicable, or such information.
7. Unless and until I am released in writing by an authorized representative of the FBI, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

8. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of the Agreement shall remain in full force and effect.

9. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. I hereby assign to the United States Government all royalties, remuneration, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.

10. I have read this Agreement carefully and my questions, if any, have been answered:

Signature _____ Date _____

Organization (if contractor, provide name and address):

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The briefing and execution of this Agreement was witnessed by _____
(Type or Print Name)

Signature _____ Date _____

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the FBI any attempt by an unauthorized person to solicit sensitive information, and that I have received a debriefing regarding the security of sensitive information.

Signature _____ Date _____

Name of Witness (Type or Print) _____

Signature of Witness _____ Date _____

From: [redacted]
Sent: Tuesday, April 13, 2010 11:28 AM
To: [redacted]
Subject: [redacted] NDAs

SENSITIVE BUT UNCLASSIFIED
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[redacted]

Security has reviewed and approved the NDAs, so they can be sent. I should get an email back from them that we can keep on file.

My trip details have changed [redacted]
[redacted]

[redacted]

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[Redacted]

From: [Redacted]
Sent: Monday, May 03, 2010 10:05 AM
To: [Redacted]
Cc: [Redacted]
Attachments: [Redacted]-Employee NDA.doc

[Redacted]

NDA.doc (24 KB.. [Redacted])

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Here is the NDA, based on your pony, for [Redacted] employees working on [Redacted] Please start it around for those who will be working on the contract. We can coordinate a way to get signed copies on file up here later.

Thanks,

[Redacted]

[Redacted]

From: [Redacted]
Sent: Wednesday, May 05, 2010 8:42 AM
To: [Redacted]
Subject: RE: [Redacted] NDA

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Thanks [Redacted] didn't want to proceed without your authorization to do so.

[Redacted]

-----Original Message-----

From: [Redacted]
Sent: Wednesday, May 05, 2010 7:58 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: [Redacted] NDA

Good Morning [Redacted]

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Yes, [Redacted] and I worked together to finalize this NDA and I concur with its contents. He will be the primary POC for coordinating signatures based on his knowledge of the proprietary information of the program.

Please let me know if you have any questions.

Have a good day,

[Redacted]

-----Original Message-----

From: [Redacted]
Sent: Tuesday, May 04, 2010 11:04 AM
To: [Redacted]
Cc: [Redacted]
Subject: FW: [Redacted] NDA
Importance: High

Good morning [Redacted]

We received the attached NDA via the program office. Please advise of your concurrence with the program office's below request.

Thanks so much,

[Redacted]

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"It is better to travel well than to arrive."

-Buddha

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-----Original Message-----

From: [redacted]
Sent: Monday, May 03, 2010 10:05 AM
To: [redacted]
Cc: [redacted]
Subject:

[redacted]

Here is the NDA, based on your pony, for [redacted] employees working on [redacted] Please start it around for those who will be working on the contract. We can coordinate a way to get signed copies on file up here later.

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Thanks,

[redacted]

[Redacted]

From: [Redacted]
Sent: Friday, April 16, 2010 11:40 AM
To: [Redacted]
Subject: FW: [Redacted] NDA's
Attachments: NDA [Redacted] Employee NDA.doc

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From: [Redacted]
Sent: Friday, April 16, 2010 11:39 AM
To: [Redacted]
Cc: [Redacted]
Subject: FW: [Redacted] NDA's

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You are welcome [Redacted] and I reviewed, no problem as far as security is concerned as long as OGC approved.
Thanks!

[Redacted]

[Redacted]

From: [Redacted]
Sent: Tuesday, April 13, 2010 11:11 AM
To: [Redacted]
Subject: [Redacted] NDA's


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[Redacted]

Here are the soft copies. Thanks again for reviewing.

[Redacted]

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 [Redacted]
NDA [Redacted] Employee
(52 KB) NDA.doc (30 KB...

NON-DISCLOSURE AGREEMENT

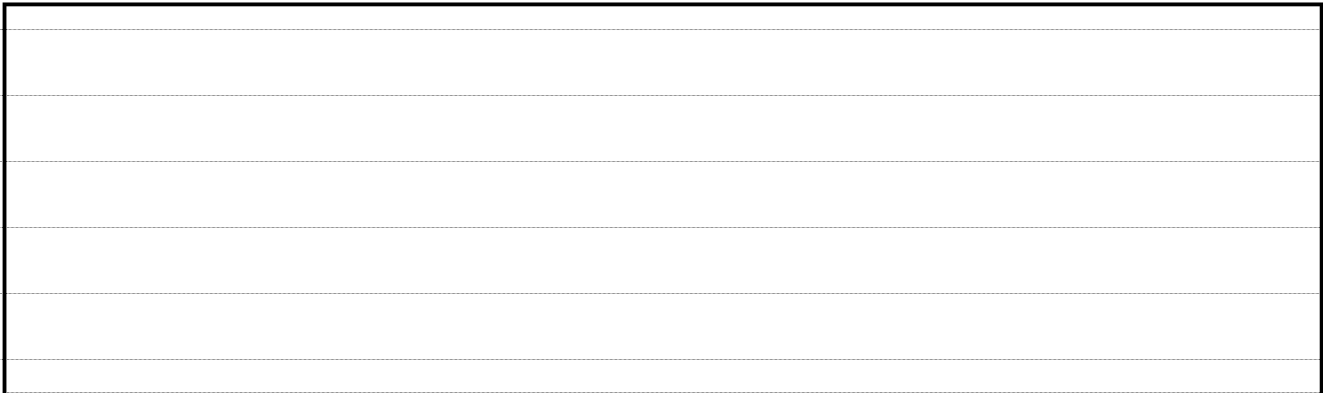
by and between
the Federal Bureau of Investigation and [redacted]

Effective the [redacted] day of [redacted], 2009, [redacted] ("Receiving Party"), a corporation of the [redacted] and the Federal Bureau of Investigation ("FBI"), having its headquarters at 935 Pennsylvania Avenue, N.W., Washington, D.C. 20535 (collectively, "the parties"), agree as follows.

WHEREAS, in furtherance of providing valuable information to develop new and/or to enhance existing products and services of the respective parties, certain disclosures may be made by the parties to one another, wherein these certain disclosures may contain information considered to be Aproprietary,@ as defined below in Article II of this Agreement. Such disclosures are hereinafter referred to as Aproprietary information,@ as defined below in Article II of this Agreement.

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ARTICLE I - SUBJECT MATTER OF THIS AGREEMENT



ARTICLE II - DEFINITIONS

As used herein, the following terms and phrases shall have the meaning set forth below.

"Proprietary" shall mean information that is not available to the public and which the parties desire to protect against disclosure or competitive use, and which may be subject to a trade secret, and shall include, but not be limited to, law enforcement sensitive information.

"Information" shall include, but not be limited to: specifications, drawings, tracings, sketches, figures, tables, charts and designs; computer software and other computer programming documentation, computer hardware and other equipment; know-how; models, samples, products and materials; data, including, but not limited to, test data; technologies, ideas and concepts; and non-public, current, future and historical commercial information, including, but not limited to, business plans, reports, marketing strategies and forecasts, product development plans and other product development information and financial plans and other financial information.

"Proprietary Information" shall mean information that is in possession of the parties, is not available to the public and which the parties desire to protect against unrestricted disclosure

or competitive use, and which, if disclosed, could harm or otherwise impede investigative activities, techniques and methods, or other activities of the parties.

“Personnel” shall include, but not be limited to: employees, contractors, authorized agents and authorized representatives of the respective parties.

ARTICLE III - DESIGNATING PROPRIETARY INFORMATION

If the proprietary information is tangible, it shall be clearly designated by the FBI as proprietary by appropriate legend, marking, stamp or other positive identification indicating the proprietary nature. If the proprietary information is communicated orally or visually to the Receiving Party, then such oral or visual communication shall be deemed proprietary at the time of the communication. The FBI shall have the right to correct any inadvertent failure to designate information as Proprietary Information by written notification as soon as practical after such inadvertent failure to designate is determined. The Receiving Party shall thereafter treat such information as Proprietary Information.

ARTICLE IV - OBLIGATIONS AND LIMITATIONS

No proprietary information disclosed by the FBI pursuant to this Agreement shall be used, duplicated or disclosed for purposes other than as set forth in Article I of this Agreement without the prior written approval of the FBI. If the proprietary information is reproduced in whole or in part, then the reproduction shall carry a proprietary designation identical to or, at least, similar to, that which appears on the original.

After receipt of proprietary information from the FBI, the Receiving Party shall disclose such information only on a need-to-know basis to personnel of the Receiving Party. Receiving Party personnel who have or had access to the FBI=s proprietary information shall be informed of and obligated to protect the proprietary information from unauthorized use, duplication or disclosure. The Receiving Party shall promptly notify the FBI of any unauthorized use, disclosure or duplication of the FBI=s proprietary information and shall endeavor to prevent further unauthorized use, duplication or disclosure thereof.

The Receiving Party shall protect proprietary information disclosed by the FBI with, at least, the same degree of care as if it were the Receiving Party=s own proprietary information, but in no case with less than a reasonable degree of care.

The Receiving Party agrees not to reverse engineer any proprietary information disclosed by the FBI pursuant to this Agreement.

ARTICLE V - NO ENDORSEMENT, LICENSE, ASSIGNMENT OR THIRD PARTY RIGHTS

The use of any materials, technologies, equipment, products and processes by the shall not constitute an endorsement of any such materials, technologies, equipment, products or processes. Such use shall not be construed as an

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endorsement, nor imply, orally or in writing, that the [redacted] endorses any such materials, technologies, equipment, products or processes.

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No license, exclusive or non-exclusive, under any foreign or domestic patent or foreign or domestic patent application, provisional or non-provisional, shall be granted to the Receiving Party, either directly or indirectly by this Agreement; nor shall rights of ownership in any proprietary information be granted to the Receiving Party by this Agreement; nor shall the Receiving Party file, cause to be filed or assist in preparing or filing, any provisional or non-provisional, domestic or foreign, patent application that relates in any way to the FBI=s proprietary information without the express written consent of the FBI. All Proprietary Information shall remain the property of the FBI. If the parties decide to enter into any licensing arrangement regarding the Proprietary Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

This Agreement shall not be assigned by either party without the other party=s prior written consent, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties= successors and said consented to assigns.

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise, by any third party against the United States or the parties or personnel thereof.

ARTICLE VI - TERM AND TERMINATION OF THE AGREEMENT AND THE RETURN OF PROPRIETARY INFORMATION

This Agreement shall remain in force for a period of five (5) years from the effective date set forth on page one (1) of this Agreement, unless earlier terminated as provided for herein, or unless amended and extended by mutual written agreement of the parties. Either party, upon thirty (30) days advance written notice, may terminate this Agreement. Termination shall not, however, affect the provisions, limitations and obligations contained herein of both parties with respect to proprietary information supplied under the terms of this Agreement prior to termination. These provisions, limitations and obligations shall survive the expiration of the term of this Agreement.

The Receiving Party shall, upon written request of the FBI or upon termination of this Agreement, whichever is sooner, cease use of all proprietary information received from the FBI and shall destroy all such information, including copies thereof, and shall furnish to the FBI written certification of such destruction; or, alternatively, at the FBI=s request, the Receiving Party shall return to the FBI all the FBI=s proprietary information disclosed under this Agreement in substantially the same condition as it was received, to the extent possible. All notes, abstracts, memoranda, or other documents prepared by the Receiving Party which contain Proprietary Information or any discussion thereof, shall be destroyed or returned to the FBI upon written request.

The failure of either party to enforce at any time any provision of this Agreement, or the failure to require at any time performance by the other party of any provision of this Agreement,

shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce any such provision thereafter.

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with default, delay or failure to perform. Causes beyond the parties' reasonable control shall include, but not be limited to: strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or nuclear disasters or default of a common carrier.

ARTICLE VII - LIABILITIES

Neither party shall be liable for the use, disclosure or duplication of proprietary information under any of the following conditions:

1. the information is in the possession of or known to the Receiving Party prior to receipt thereof from the FBI;
2. the information is independently developed by the Receiving Party without use of the FBI's proprietary information, as evidenced by the Receiving Party's records;
3. the information is or becomes public knowledge or publicly available through no fault of the Receiving Party;
4. the information is or becomes rightfully available to the Receiving Party from a source other than the FBI; and
5. disclosure of the information is required by a government or court requirement or order, in which case the Receiving Party shall provide the FBI prompt advance notice sufficient to enable the FBI time to object to such disclosure.

The relationship between the parties shall be solely that of independent contractors, wherein each party is responsible for its own personnel. Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a teaming, joint venture, agency, partnership or other type of arrangement between the parties. Rather, the parties agree that this Agreement is for the purpose of protecting and preserving the status of the FBI's proprietary information, as well as to ensure that misunderstandings as to the subsequent use, disclosure or duplication of such proprietary information do not occur.

Neither party assumes responsibility for the other party's costs, expenses, risks and liabilities associated with the research, development and exchange and authorized use, duplication and disclosure of the other party's proprietary information.

The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of the FBI's proprietary information and that the FBI shall be entitled, without waiving any other rights or remedies, to seek injunctive or other equitable relief as may be deemed proper by a court of competent jurisdiction.

ARTICLE VIII - INTEGRATION AND ALTERATION

This Agreement supersedes all prior or contemporaneous oral or written representations, understandings and communications by or between the parties pertaining to the subject matter set forth in Article I of this Agreement. This Agreement applies in lieu of and notwithstanding any previous or contemporaneous agreement or other contract or arrangement pertaining to the subject matter set forth in Article I of this Agreement.

Any provision of this Agreement may be modified or otherwise altered only by a writing signed by both parties.

ARTICLE IX - SEVERABILITY

The parties agree that if any Article or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, then the validity of the remaining Articles and provisions shall not be affected.

ARTICLE X - COMPLIANCE WITH LAWS

The Receiving Party shall adhere to the U.S. Export Administration laws and regulations and shall not export any proprietary information, or other materials, technologies, equipment, products or processes received from the FBI to any proscribed country listed in the U.S. Export Administration regulations, unless properly authorized by the FBI.

Disagreements between the parties arising under or relating to this Agreement shall be resolved by consultation between the parties. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach or validity hereof, shall be adjudicated, if necessary, by the U.S. District Court for the District of Columbia.

With respect to liability and indemnification, the exclusive remedy for the negligent or wrongful act by or omission of U.S. Government personnel, acting within the scope of their employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. ' ' 1346(b) and 2671-2680.

The individual executing this Agreement does so in his/her official capacity and as part of his/her official duties as an employee of the FBI and the U.S. Department of Justice. As such, this Agreement shall be governed and controlled by applicable Federal Law without regard to conflict of laws principles.

ARTICLE XI - HEADINGS

The headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Federal Bureau of Investigation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Special Provision on Commercialization of Technology Developed Under Contract (Contractor Retains Patent Rights)

(a) The parties to this contract agree that, although the technology being developed under this contract is unclassified, it is nonetheless sensitive in nature, and the uncontrolled dissemination of the technology outside of the Sponsor could potentially be detrimental to national security. Accordingly, the parties agree to the following special provisions to control the dissemination of the technology developed under this contract.

(b) For the purpose of this clause, the following terms shall have the following definitions:

"Data" shall have the same meaning as the term in clause 52.227-14 and shall specifically include technical data and computer software as defined in clause 52.227-14.

"Subject invention" shall have the same meaning as the term defined in clause 52.227-11.

"Commercialize" means to use any data first produced in the performance of this contract, any subject invention, or any hardware manufactured and deliverable under this contract that incorporates or was built using data first produced under this contract, for any commercial purpose other than doing business with the Sponsor.

"Technology" means intellectual property of a scientific or technical nature that comes into existence as a direct result of performance of this contract regardless of the physical properties of the technology or the stage of its development.

(c) The parties agree that:

(1) Notwithstanding any other provisions in the contract, including but not limited to clause 52.227-14 Rights in Data General, the contractor shall not take any action to commercialize the technology developed under this contract without the express, written approval of the Contracting Officer, and such approval shall not be unreasonably withheld. Should the Contracting Officer decline to grant such approval due to national security considerations, the contractor agrees that this determination shall not constitute a basis for an equitable adjustment to the contract.

(2) The contract price includes consideration for the increased rights retained by the Sponsor.

(d) The contractor shall take all necessary steps to effectuate the intent of this agreement, to include ensuring that contractor employees with access to data first produced under this contract and/or information pertaining to subject inventions execute binding non-disclosure agreements to protect the information both during their employment with the contractor as well as post-employment.

[Redacted]

From: [Redacted]
Sent: Monday, March 21, 2011 12:08 PM
To: [Redacted]
Subject: RE: [Redacted] Transfer Request [Redacted]

[Redacted]

Yes, we need to have the equipment transferred.

[Redacted]

From: [Redacted]
Sent: Monday, March 21, 2011 11:56 AM
To: [Redacted]
Subject: RE: [Redacted] Transfer Request [Redacted]

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[Redacted]

Please confirm: Based on your review of the items listed in the attachment, you agree that this should be transferred over to [Redacted] as described in the e-mail. Once I have a confirmation, I'll sign the letter and get it back to [Redacted] and incorporate into the contract.

Thanks,

[Redacted]

From: [Redacted]
Sent: Thursday, March 10, 2011 5:59 PM
To: [Redacted]
Subject: Re: [Redacted] Transfer Request [Redacted]

[Redacted]

Items that are originally [Redacted] contract should be moved to the [Redacted] contact.

[Redacted]

The [Redacted] equipment was originally [Redacted] as well, although them moved. This should be moved to [Redacted] as well.

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From: [Redacted]
To: [Redacted]
Cc: [Redacted]
Sent: Thu Mar 10 15:40:07 2011

Subject: Fw: [Redacted] Transfer Request [Redacted] [Redacted] We were involved in the [Redacted] contract, but it was run by [Redacted] people. We have discussed this with [Redacted] before, so do not let them forget it. THEY need to make a request to the [Redacted] people to start the process.

[Redacted] I'm almost sure that you as the cotr of the last contract, already gave them approval to move the none [Redacted] equipment. Could you please send a new email to [Redacted] saying its ok.

[Redacted]

From: [Redacted]
To: [Redacted]
Cc: [Redacted]

[redacted]
Sent: Thu Mar 10 13:28:24 2011

Subject: FW: [redacted] Transfer Request [redacted]

Hi [redacted]

Please let me know what the status is on this request.

Thank you,

[redacted]

This information is only intended for the use of the individual or entity named in this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the contents of this information is strictly prohibited. If you have received this email in error, please notify me and delete it immediately.

From: [redacted]

Sent: Tuesday, January 25, 2011 8:48 AM

To: [redacted]

Cc: [redacted]

Subject: [redacted] Transfer Request

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[redacted]

Please see the attached request to transfer [redacted] and call me if you have questions.

[redacted]

[redacted]

This information is only intended for the use of the individual or entity named in this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the contents of this information is strictly prohibited. If you have received this email in error, please notify me and delete it immediately.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Mod 10	3. EFFECTIVE DATE Jul 6, 2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington, DC 20535	CODE	7. ADMINISTERED BY (If other than Item 6) Same as Item 6.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		(X) 10B. DATED (SEE ITEM 13) Sep 15, 2009.	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) b6
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a) "Bilateral"	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is (1) to incorporate [redacted] Letter [redacted] dated 6/13/11 and the updated price list e-mailed 6/13/11 at 2:58PM into the Contract in accordance with its SOW, terms, and conditions; (2) the duties and authorities of the Contracting Officer are hereby transferred from [redacted] All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15C. DATE SIGNED 7/9/11	DATE SIGNED 7/9/11

TRANSMISSION VERIFICATION REPORT

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-07-2012 BY 65179 DMH/MJS

TIME : 07/08/2011 13:37
NAME : RCU
FAX :
TEL :
SER.# : 000F6J321760

DATE, TIME	07/08 13:35
FAX NO./NAME	[REDACTED]
DURATION	00:00:29
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. Mod 10	3. EFFECTIVE DATE Jul 6, 2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	1	1
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington, DC 20535	CODE	7. ADMINISTERED BY (if other than item 6) Same as Item 6.	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>		9B. DATED (SEE ITEM 11) Sep 15, 2009		
9C. MODIFICATION/AMENDMENT ORDER NO. <input checked="" type="checkbox"/>					
CODE	FACILITY CODE				

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103 (a) "Bilateral"

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. MoB 8	3. EFFECTIVE DATE 02/15/11	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington DC, 20535	CODE	7. ADMINISTERED BY (if other than item 6) Same as Item 6.		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				K 10B. DATED (SEE ITEM 11)	09/15/09
				CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
K	D. OTHER (Specify type of modification and authority) FAR 43.102 (a) Bilateral

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2 of 2 attached for details concerning addition of: revised price list, IP Assertions Letter, exercising of Option Year 1, and addition of FAR Clause 52.209-9.

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245

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 1 PAGES
 2. AMENDMENT/MODIFICATION NO. Mod 7
 3. EFFECTIVE DATE 09/15/10
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (if applicable) _____

6. ISSUED BY CODE _____
 7. ADMINISTERED BY (If other than Item 6) CODE _____
 Same as Item 6.
 Federal Bureau of Investigation
 Room 6853
 935 Pennsylvania Ave., NW
 Washington, DC 20535

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) _____
 9A. AMENDMENT OF SOLICITATION NO. (X) _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. (X) _____
 09/15/09

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 43.103 (a) Bilateral

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to incorporate the following: 1) Add _____ and _____ equipment to the above contract. Pricing and specifications per quote _____ dated 9/15/10 are hereby incorporated into the contract; 2) Per FBI Security Office and Legal Council requirement, all personnel contributing to efforts under this contract shall sign the SF-868 NDA with an FBI employee as witness, preferably the COTR; 3) The following product names have been updated and shall hold all contractual weight and product/service/specification requirements as agreed upon in previous documentation, including restrictions: _____

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) _____
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) _____
 15B. CONTRACTOR/OFFEROR _____
 15C. DATE SIGNED _____
 16B. UNITED STATES OF AMERICA _____
 16C. DATE SIGNED _____
 (Signature of person authorized to sign) _____ (Signature of Contracting Officer) _____

MODE = MEMORY TRANSMISSION START=SEP-15 18:23 END=SEP-15 18:24

FILE NO.=018

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	#	[REDACTED]	001/001	00:00:39

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-07-2012 BY 65179 DMH/MJS

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. Mod 7	3. EFFECTIVE DATE 09/15/10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	1	1
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave., NW Washington, DC 20535	CODE	7. ADMINISTERED BY (if other than Item 6) Same as Item 6.	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO.		
[REDACTED]			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			X 10B. DATED (SEE ITEM 11)		
CODE	FACILITY CODE	09/15/09			

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Bilateral

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the following: 1) Add [REDACTED] and [REDACTED] equipment to the above contract. Pricing and specifications per quote dated 9/15/10 are hereby incorporated into the contract; 2) Per FBI Security Office and Legal Council requirement, all personnel contributing to efforts under this contract shall sign the SF-868 NDA with an FBI employee as witness, preferably the COTR; 3) The following product names have been updated and shall hold all contractual weight and product/service/specification requirements as agreed upon in previous documentation, including restrictions: [REDACTED]

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

[REDACTED]	16C. DATE SIGNED	[REDACTED]	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

MODE = MEMORY TRANSMISSION

START=SEP-15 12:33

END=SEP-15 12:35

FILE NO.=013

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	*	[REDACTED]	001/001	00:01:44

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

***** - ***** - *****



U.S. Department of Justice

Federal Bureau of Investigation

Washington, DC 20535

15 September 2010

[REDACTED]

Contract: [REDACTED]
Subject: [REDACTED] Condition and Assumption

Good Afternoon [REDACTED]

During Negotiations Meetings at [REDACTED] 8/31-9/2, the FBI discussed clarifications and application of the following Condition and Assumption provided in Cost Proposals responding to [REDACTED] and [REDACTED] Task Orders:

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[REDACTED] will not provide documentation, specifications, drawings, source code, or prototypes, associated with our [REDACTED]. As such [REDACTED] requires Clause H-10 and Paragraph 2.6(f) be revised or deleted with respect to [REDACTED] IP.

Per discussions at the above meetings, [REDACTED] shall provide the following information for any [REDACTED] intents to use as a baseline or portion of any FBI work:

- 1) Define [REDACTED] product/item and all capabilities
- 2) Describe how this [REDACTED] affects the requirements in the [REDACTED]
- 3) Describe technical effects of this [REDACTED] and any [REDACTED] add-ons to this product
- 4) Provide a high-level, rough order of magnitude estimate for what it would cost to fulfill the requirements in the [REDACTED] should the FBI not decide to utilize the proposed [REDACTED] in the proposed technical approach.
- 5) Describe any potential risks or restrictions that may affect or limit current or future FBI capabilities.

If there are any questions please do not hesitate to contact my office.

[REDACTED]

MODE = MEMORY TRANSMISSION

START=SEP-17 10:47

END=SEP-17 10:49

FILE NO.=030

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	2	[REDACTED]	005/005	00:01:25

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-07-2012 BY 65179 DMH/MJS

[REDACTED]

SEP-15-2010 18:39

[REDACTED]

[REDACTED]

P.03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. Mod 1		3. EFFECTIVE DATE 09/14/10		4. REQUISITION/PURCHASE NO. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington, DC 20535		CODE		7. ADMINISTERED BY (if other than form 6) Same as Item 6.		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO.			
[REDACTED]				9B. DATED (SEE ITEM 11)			
[REDACTED]				10A. MODIFICATION OF CONTRACT/ORDER NO. K			
[REDACTED]				10B. DATED (SEE ITEM 11) 09/14/10			
CODE		FACILITY CODE					

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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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CHECK ONE	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, application date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. DTRM (Specify type of modification and authority) FAR 32.7 Funding

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC means headings, including solicitation/contract subject matter where feasible.)

See attached page for details.

Except as provided herein, all terms and conditions of the document referenced in item 0A or 10A, as heretofore amended, remain unchanged and in full force and effect.

[REDACTED]

DATE SIGNED
9/14/10

[REDACTED]

DATE SIGNED
9/14/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 1
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
Mod 7 09/16/10

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 6) CODE
Federal Bureau of Investigation Room 6853 Same as Item 6.
935 Pennsylvania Ave. NW
Washington, DC 20535

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
X 10B. DATED (SEE ITEM 11)
09/15/09

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 1E, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X FAR 43.103 (a) Bilateral

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E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This mod incorporates the following: 1) Add _____ and _____ equipment to the above contract. Pricing and specifications per quote _____ dated 9/15/10 in e-mail on 9/16/10 at 3:34PM are hereby incorporated into the contract; 2) per FBI Security Office and Legal Council requirement, all personnel contributing to efforts under this contract shall sign the SF-868 NDA with an FBI employee as witness, preferably the COTR; 3) The following product names have been updated and shall hold all contractual weight and product/service/specification requirements as agreed upon in previous documentation, including restrictions _____

is

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter stated, shall apply to this contract.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15C. DATE SIGNED 16C. DATE SIGNED
16 Sept 2010 9/17/10

* Is Modified

SEP-16-2010 09:20

P.04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 1	3. EFFECTIVE DATE 09/14/10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington, DC 20535	CODE	7. ADMINISTERED BY (if other than Item 6) Same as Item 6.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	09/14/10
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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(a) By completing Items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.7 Funding

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOP section headings, including solicitation/contract subject matter where feasible.)

Please see attached document for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. DATE SIGNED 9/16/2010	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16B. DATE SIGNED 9/17/10
			FORM 30 (REV. 10-83) ISA FAR (48 CFR) 63.243

SEP-16-2010 15:41

P.05

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 1	3. EFFECTIVE DATE 09/16/10	4. REQUISITION/PURCHASE REC. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than Item 6) Same as Item 6.		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Federal Bureau of Investigation Room 6853 935 Pennsylvania Ave. NW Washington, DC 20535		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11) 09/16/10
CODE	FACILITY CODE		

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.7 Funding

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached pages for details:

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15C. DATE SIGNED 16 Sept 2010	15C. DATE SIGNED 9/17/10

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

[redacted] Weekly Status 9 Dec 2010

[redacted]

Sent: Friday, December 10, 2010 8:59 AM

To:

Cc:

Attachments:

[redacted]

Hello [redacted]

Please find attached the [redacted] weekly status reports for week ending 9 December 2010. Beginning next week, these status reports will be delivered every Thursday afternoon (week beginning on Friday and ending on Thursday) for delivery consistency.

Included are the usual weekly status reports along with action item logs and risk/issue logs.

If you have any questions, please contact [redacted]
[redacted]

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[redacted]

[redacted]

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[redacted]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

RE: [redacted] Requirements Marking/Handling

Sent: Thursday, December 09, 2010 3:24 PM

To: [redacted]

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I agree with the process, as outlined in the slides. Sorry I missed the conference call. Also, [redacted] is going to physically sign a couple of the [redacted] invoices for me. I'm going to try to get in for a little while Friday afternoon. It looked better yesterday, so far today has been kind of rough but I'll still try. Let me know if you might be around.

From: [redacted]
Sent: Thursday, December 09, 2010 3:10 PM
To: [redacted]
Subject: FW: [redacted] Requirements Marking/Handling

[redacted] said that he discussed this process with you and that you approved it already. Can you please give me a thumbs up? They are looking for something official from me and I would feel more comfortable knowing that you are in fact on board. Thanks :)

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I hope you're feeling better,

From: [redacted]
Sent: Thursday, December 09, 2010 3:09 PM
To: [redacted]
Cc: [redacted]
Subject: RE: [redacted] Requirements Marking/Handling

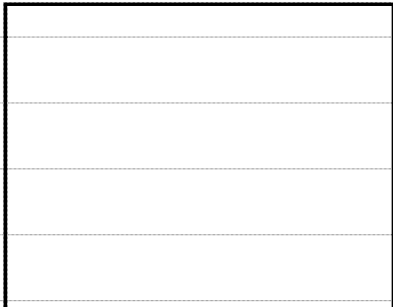
Hi [redacted]

Here are the 'final' slides adding the [redacted] details I verbalized during our call.

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We look forward to receiving [redacted] letter agreeing to this approach.

Thanks for the quick turnaround on this!!



b6
b7C

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

[redacted] **Document Delivery - Monthly Status Report PE 11-26-10**

Sent: Monday, December 13, 2010 5:30 PM

To:

Cc:

[redacted]

Attachments:

[redacted]

This information is only intended for the use of the individual or entity named in this email. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the contents of this information is strictly prohibited. If you have received this email in error, please notify me and delete it immediately.

Hello [redacted]

Please find attached the [redacted] Monthly Status Report for Period Ending 11/26/10.

Contract Letter for this delivery

[redacted] Monthly_Report_Period-Ending_11-26-10.pdf>>

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Monthly Status Report (PE 11/26/10)

[redacted] Monthly_Report_Period-Ending_11-26-10.pdf>>

In addition, we are also including in this delivery:

Contract Change Candidates Logs for [redacted]

[redacted] has no change candidates at this time)

[redacted] Contract Change Candidates Log_12-10-10.pdf>> < [redacted] Contract Change Candidates Log_12-10-10.pdf>>

If you have any questions, please contact [redacted]

[redacted]

b6
b7C

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

[redacted] Proposals

[redacted]

Sent: Friday, August 06, 2010 11:19 AM

To: [redacted]

Cc: [redacted]
Attachments: [redacted]

Hello [redacted]

[redacted] is on her way to [redacted] with classified docs to fax your way. You should be hearing from her about 11:45am. She will be faxing the following:

- [redacted] Technical Proposal b6
 - [redacted] Technical Proposal b7C
- b3
b7E

We will also be mailing/FedExing the following:

- [redacted] Technical Proposal on CD (classified)
- [redacted] Cost Proposal on CD (unclassified)
- [redacted] Technical Proposal on CD (classified)
- [redacted] Technical Proposal on CD (unclassified)

The [redacted] Cost Proposal will be transmitted next week per our discussion earlier this morning.

Also attached to this email are the [redacted] Cost/Technical proposal and the [redacted] Cost Proposal and associated cover letters. Sorry the cover letters were addressed only to [redacted] is out this week and [redacted] was used to addressing to [redacted]

Let's keep our fingers crossed for the FAX working☺

[Large redacted area]

FW: [redacted]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

FW: [redacted]

Sent: Thursday, December 16, 2010 10:06 AM

To: [redacted]
Cc: [redacted]

b6
b7C
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b7E

The [redacted] shows here is not the same as from the old price list. I am going to go ahead and use the old price [redacted]

From: [redacted]
Sent: Wednesday, December 15, 2010 5:25 PM
To: [redacted]
Cc: [redacted]
Subject: FW: [redacted]

Hi [redacted]

[redacted] will send you this officially tomorrow but I know you need this and I didn't want to delay getting it to you.

[redacted] is in the process of adding these items to our latest price list. In the meantime, please be advised of the following pricing which is currently in effect and for which we are able to accept orders immediately.

NUMBER	MODEL	DESCRIPTION	PRICE
--------	-------	-------------	-------

[redacted]	[redacted]	[redacted]	[redacted]
------------	------------	------------	------------

b6
b7C
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b4
b7E

PRICE

MODEL
NUMBER
DESCRIPTION

[redacted]	[redacted]	[redacted]
------------	------------	------------

[redacted]

Regards,

b6
b7C

[redacted]

FW: [redacted]

[redacted]

b6
b7C
b3
b7E

From: [redacted]
Sent: Wednesday, December 15, 2010 4:29 PM
To: [redacted]
Subject: FW: [redacted]

FYI

From: [redacted]
Sent: Wednesday, December 15, 2010 4:09 PM
To: [redacted]
Subject: RE: [redacted]

Hi [redacted]

b6
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Here are a few questions we have regarding the price list. Can [redacted] provide pricing on the following items:

- 1) [redacted] The FBI currently has [redacted] equipment and would like to [redacted] in the past and we would like to know if this will also be an option under the new price list.
- 2) [redacted] Under the previous price list [redacted] offered both [redacted]. The new price list only identifies [redacted] be offered if so will there be any change to the pricing from the old list?

Thanks again for your patience - illnesses and scheduling conflicts have caused a few delays but I hope to resolve the price list and a few more action items in the next few days or early next week. I have a meeting set up for tomorrow morning to discuss the price list internally and will let you know if any more questions come up.

I'll be at QT the next 2 days. I now have a dedicated phone line with voice mail should you need to contact me there.

[redacted]

Thanks,

[redacted]

From: [redacted]
Sent: Wednesday, December 15, 2010 2:40 PM
To: [redacted]
Subject: RE: [redacted]

Hi [redacted]

Please let me know if you have been able to resolve this issue and/or when you will be able to send the signed letter back to [redacted]

Thanks,

b6
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b7E

[redacted]

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b6
b7C

[redacted]

FW [redacted]

From: [redacted]
Sent: Monday, December 06, 2010 1:47 PM
To: [redacted]
Subject: RE: [redacted]
Hi [redacted]

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Let me reach out to the group once more. I know there were some questions that went out to the property unit to clarify some in-house procedures, but I haven't heard back on them. Thanks for your patience.

[redacted]

From: [redacted]
Sent: Monday, December 06, 2010 1:35 PM
To: [redacted]
Cc: [redacted]
Subject: FW: [redacted]

[redacted]

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b7E

Please let me know the status of this request.

Thank you -

[redacted]

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b6
b7C

[redacted]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

[Redacted]

From: [Redacted]
Sent: Tuesday, April 12, 2011 1:36 PM
To: [Redacted]
Subject: Fw: Contact Info and Test Plan
Attachments: [Redacted] W.Paper.pdf

b6
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Attached you will find the white paper we spoke of earlier. The [Redacted] would be for items 2.2.1 Additional [Redacted] and [Redacted] 2.4. I'm attempting to obtain funding for the other items for this year, but they may have to wait until next FY.

[Redacted]

From: [Redacted]
To: [Redacted]
Cc: [Redacted]
Sent: Tue Apr 12 12:12:58 2011
Subject: Contact Info and Test Plan

[Redacted]

Here is the contact info you requested:

[Redacted]

b6
b7C
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b7E

Also, would you have time for a conference call sometime this week about the white paper? I have attached it for your convenience. If you desire to try and work some of the [Redacted] into the current schedule, we would need direction to do so. Finally, our schedule has a field test at Quantico around the end of the month. Please let us know who to coordinate that through.

Thanks and congrats!

[Redacted]

[Redacted]

From: [Redacted]
Sent: Wednesday, April 20, 2011 12:23 PM
To: [Redacted]
Cc: [Redacted]
Subject: [Redacted]
Attachments: [Redacted]

~~SECRET~~
RECORD 260A-HQ-1528740

Hi [Redacted]

Please find the attached [Redacted] I'm putting the CD in the mail today. Please provide an evaluation of the technical aspects, labor category mix, schedule, and overall cost. Also, if you have any questions regarding this documentation please let me know and I will forward these to [Redacted] If any alterations are made to this original documentation we need to account for that through my office.

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[Redacted]

Thanks for your help and let me know if you have any questions,

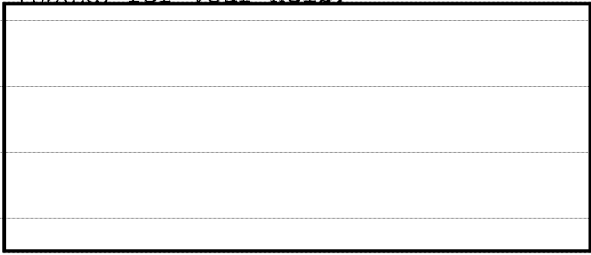
[Redacted]

[Redacted]

~~DERIVED FROM: Multiple Sources~~
~~DECLASSIFY ON: 20360420~~
~~SECRET~~

Thanks for your help.

b6
b7C



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

From: [redacted]
Sent: Wednesday, September 15, 2010 11:52 AM
To: [redacted]
Subject: RE: [redacted] Proposals IP

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b7C
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b7E

Hi [redacted]

Per negotiations on 8/31, please add the following information to the IP letter.

[redacted] invested in the baseline protocol structure and design for the data below. The FBI recognizes this assertion of IP rights by [redacted] however, any [redacted] developed under [redacted] that support [redacted] are restricted/controlled by the FBI. Upon prior written authorization from the FBI, may [redacted] use these FBI [redacted] in [redacted] developments and product line."

Thank you for your assistance,

From: [redacted]
Sent: Monday, August 30, 2010 5:35 PM
To: [redacted]
Cc: [redacted]
Subject: [redacted] Proposals IP

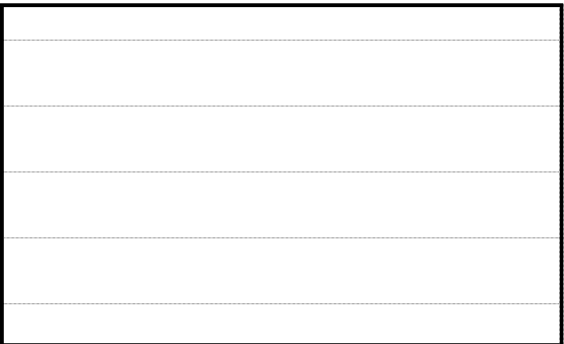
Attached is the IP letter containing our rights assertions for intellectual property for the [redacted]

[redacted]
<[redacted] IP assertions.pdf>>

b6
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b7E

Thank you,

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2012 BY 65179 DMH/MJS

[Redacted]

From: [Redacted]
Sent: Tuesday, October 19, 2010 1:44 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: DHS Funding for [Redacted]
Follow Up Flag: Follow up
Flag Status: Red

[Redacted]

Thanks very much for the email.

The IAA for the [Redacted] was countersigned by the FBI in April and was obligated by [Redacted] once that signature was received. Since then, however, FBI has not made any expenditures against it. I was aware that it was going to take some time to get the [Redacted] contract going, but generally our IAA funding is IPACed in whole by the receiving agency at the beginning of the effort.

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If you intend to pull funds periodically from [Redacted] as the PO advances, that should not be an issue. However, the PoP for our IAA expires in August 2011 – so we'll just have to keep an eye on that if you plan to pull funds past that date.

Best,

[Redacted]

From: [Redacted]
Sent: Tuesday, October 19, 2010 11:36 AM
To: [Redacted]
Cc: [Redacted]
Subject: DHS Funding for [Redacted]

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Good Morning [Redacted]

I am a Contracting Officer assisting in the administration of the [Redacted] Contract with [Redacted]. I sent a purchase order [Redacted] to [Redacted] in September to fund the [Redacted] effort. [Redacted] has not submitted an invoice to the FBI for work under this PO yet. I believe we should be anticipating an invoice in the near future. Are you in need of any documentation from the FBI regarding the IAA? [Redacted]

Thank you for your assistance and have a good day,

[Redacted]

	Tuesday	Wednesday	Thursday
8:30	Opening (introductions for new people)	Automated Connections	
9:00			
9:30			
10:00			
10:30	Contract & Programatics		
11:00			
11:30			
12:00	Lunch (FBI)	Lunch (FBI)	b6 b7C b3 b7E
12:30			
13:00			
13:30	Contract & Programatics		
14:00			
14:30			
15:00			
15:30			
16:00			
16:30			
17:00		Recap & Action Items	

"it wasn't what we
needed; new direction"

15.506 Postaward debriefing of offerors.

(c) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(d) At a minimum, the debriefing information shall include—

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable; *broad areas*

(2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including—

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

Decision Criteria: Technical, Cost, Time

Technical

- Existing proposed platform has limitations of providing only [redacted] Ability to address [redacted] [redacted] is critical to [redacted] operations.
- [redacted] to address [redacted] [redacted] and proposed solution does not address this requirement.

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- [redacted]

- The proposed [redacted] [redacted]

Decision Criteria: Technical, Cost, Time

Cost

- [redacted] for [redacted] [redacted] proposal is not considered cost effective or efficient due to limitations of [redacted] [redacted] is not cost effective or efficient and fails to enhance capability based on [redacted]

Time

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- Delivery schedule of June 2012 to address [redacted] of [redacted] is not suitable to meet the needs of Bureau mission.
- [redacted] shall be in full [redacted] and this development effort is documented to [redacted] [redacted] Development starts late and FBI not willing to accept this risk.

[redacted]

Decision Criteria: Technical, Cost, Time

- The customer requested [redacted] platforms will require a greater magnitude of cost and technical accommodations to meet customer requirements and [redacted]

① [redacted]

- Conclusion: Requirements sent March 10, 2010 with original request. Since that time [redacted] have been identified by government [redacted]

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[redacted]

FACSIMILE COVER SHEET

SECURITY OFFICE

ENGINEERING RESEARCH FACILITY

TELEPHONE #

FAX #

CLASSIFICATION: [] Top Secret
[] Secret
[] Confidential
[] Sensitive
[] Unclassified

DATE:

7/12/2010

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TO:

Telephone #

Facsimile #

FROM:

SUBJECT:

REMARKS:

TOTAL # of PAGES (including cover sheet):

3

[redacted]
From: [redacted]
Sent: Tuesday, February 08, 2011 1:07 PM
To: [redacted]
Subject: FW: [redacted] Access

I don't have a problem with this going forward, but it should be on a per case basis [redacted] b6
not global as requested. If they are working to get a new employee [redacted] b7C
clearance and they sign our NDA, I don't see a problem with them being worked into the b3
team on UNCLASSIFIED work. I would also like to have them report on the employee's status b7E
in the weekly status updates. I don't want it to become something they/we forget about
over time. I want the [redacted] team to be reminded every week when they report that the new
employee should not be given access to our classified information.

If you agree we should respond with an official letter approving this individual,
stating it is on a per case basis, and requesting his status be included in the [redacted]
weekly reporting.

From: [redacted]
Sent: Tuesday, February 08, 2011 12:17 PM
To: [redacted]
Cc: [redacted]
Subject: RE: [redacted] Access

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Hi [redacted]

Per our recent conversation I wanted to expand and clarify the below request. We would
like to include [redacted] in our daily [redacted] stand up meetings in order to engage him
productively in the work of the team and the consensus choices being made each morning
about allocating folks to tasks. These meetings have been entirely focused on [redacted] task
details and do not broach the subject of [redacted] or other classified material.

Moreover, we would like the discretion to include him, as necessary, in various meetings
that include only unclassified content - no exposure to classified program content or
[redacted] will be allowed. Please confirm that this is in concert with your security
guidelines and can applied on a global basis to other employees/Tasks (i.e. an NDA'd
individual without [redacted] clearance can work unclassified aspects of [redacted]
Tasks).

Your concurrence in this matter is greatly appreciated.

Thanks,

[redacted]
From: [redacted]
Sent: Wednesday, February 02, 2011 5:36 PM
To: [redacted]
Cc: [redacted]
Subject:

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We want to add a talented new masters graduate [redacted] to the [redacted] team who
interned the past three summers at [redacted] working on the [redacted] baseline. He

signed the NDA last week and we are waiting for [redacted] clearance to be granted. His experience with the [redacted] baseline will allow him to hit the ground running on [redacted]

During the interim period before his clearance arrives, [redacted] will work exclusively on [redacted] tasks that can be performed successfully without any knowledge of the [redacted] system [redacted] or any classified information. Specifically, he will focus on the [redacted] baseline, implementing [redacted] as well as working on the [redacted]. Until [redacted] receives his clearance he will only participate in select [redacted] technical discussions and not the regular [redacted] team meetings. He will be supervised in separate meetings conducted by [redacted] our lead [redacted] and [redacted] our lead [redacted]

Would this work arrangement for [redacted] be acceptable to you?

Thanks in advance,

[redacted]

[redacted]

b6
b7C
b3
b7E

[Redacted]

From: [Redacted]
Sent: Thursday, February 10, 2011 11:04 AM
To: [Redacted]
Subject: RE: [Redacted] Access

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Long story short. I told [Redacted] that the only way he can get approval is to have the person under background (posses interm SECRET), they sign an NDA and only work UNCLASSIFIED. When I told him that he assumed that meant he only had to accomplish those three things, and not bother to ask permission as well. The criteria is global, not the approval. I'll send an email this afternoon.

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From: [Redacted]
Sent: Thursday, February 10, 2011 10:57 AM
To: [Redacted]
Subject: FW: [Redacted] Access

Hi [Redacted]

I don't understand [Redacted] concerns. Why would he ask for approval for [Redacted] if he thought that this process was approved in December?

Thank you,

From: [Redacted]
Sent: Thursday, February 10, 2011 10:43 AM
To: [Redacted]
Cc: [Redacted]
Subject: RE: [Redacted] Access

Hi [Redacted]

Thank you for approving [Redacted] for access to [Redacted]. I must admit I am a bit confused as to why this isn't a global approval. It has been our understating for some time (reiterated with [Redacted] during late June meeting in [Redacted] that individuals working only unclassified aspects of [Redacted] Tasks need only have a signed NDA for access. This was further reiterated in the Requirements Control Process (attached) which you approved 10 December.

We fully appreciate and share the Customer's sensitivity to these projects and endeavor as much as possible to only assign staff with [Redacted]. That said there will always be cases where that ideal situation is not possible, where a key resource can make a significant impact on Task progress, and we would like to have the latitude to implement to our agreed processes without the need to gain case by case approvals.

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Thank you for your consideration,

[Redacted]

Sent: Thursday, February 10, 2011 8:20 AM
To: [Redacted]

[redacted]
From: [redacted]
Sent: Thursday, February 10, 2011 8:45 AM
To: [redacted]
Subject: RE: Summary of 2010 Price List Questions and Revisions

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[redacted]
They are already working a new req for [redacted] and some other [redacted] I don't know what quantities they are going for, but they are using the new pricing. You should see it by next week.

[redacted]
From: [redacted]
Sent: Thursday, February 10, 2011 8:39 AM
To: [redacted]
Cc: [redacted]
Subject: RE: Summary of 2010 Price List Questions and Revisions

Good Morning [redacted]

We have finalized our reviews of the revised price list provided by [redacted] 1/6/11. I will provide a Mod to [redacted] incorporating this price list. With this modification, I will provide a revised copy of [redacted] for [redacted] with the current prices.

[redacted] I met with my accounting department earlier this week and determined that we cannot adjust our records without the reimbursed funding from [redacted] I will provide an official letter from the FBI (hopefully by COB today) to provide an official [redacted] for the Accounting department to provide the reimbursement checks for POs [redacted] and [redacted] as referenced in Letter [redacted] on 10/15/10.

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Thank you,
[redacted]

From: [redacted]
Sent: Thursday, January 06, 2011 9:33 AM
To: [redacted]
Cc: [redacted]
Subject: RE: Summary of 2010 Price List Questions and Revisions

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Hi [redacted]

Happy New Year - I hope you all had a wonderful holiday.

Please find attached, the latest revised price list. This incorporates the [redacted] in your item 1 below and deletes the products in your item 4 below.

Regarding item 2, here is what has transpired since the September 2009 price list:

[redacted]

Our cost to [redacted] has increased and the price was adjusted accordingly

[redacted]

Regarding item 3, we have undergone a simple name change. [redacted] was renamed to [redacted] due to concern that [redacted] This is a name change only and there is no impact to the [redacted] or pricing from last year's price list. There is no [redacted]

Please let me know if you require further clarifications

Regards,

[redacted]

[redacted]

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Sent: Friday, December 17, 2010 1:31 PM
To: [redacted]
Cc: [redacted]
Subject: Summary of 2010 Price List Questions and Revisions

Good Morning [redacted]

We are reviewing the price list one final time to ensure we have identified all questions or concerns. Please accept the information below as Version 1 of the FBI's Request for Clarification or Changes. I realize some of these repeat; however, I wanted to ensure a clear log was maintained.

[redacted]

Thank you and have a good day,

[redacted]

[redacted]

FD-448
Revised
10-27-2004

FEDERAL BUREAU OF INVESTIGATION
FACSIMILE COVER SHEET

PRECEDENCE

Immediate Priority Routine

CLASSIFICATION

Top Secret Secret Confidential Sensitive Unclassified

TO

Name of Office:

Facsimile Number:

Date:

04/08/2011

Room:

Telephone Number:

FROM

Name of Office:

FBI -

Number of Pages: (including cover)

2

Originator's Name:

Originator's Telephone Number:

Originator's Facsimile Number:

Approved:

DETAILS

Subject:

Please find attached letter regarding

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Special Handling Instructions:

Please sign the attached and fax back to the number above.

Brief Description of Communication Faxed:

Thank you for your assistance and have a good day.

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U.S. Department of Justice

Federal Bureau of Investigation

Washington, DC 20535

8 April 2011

[Redacted]

Contract: [Redacted]
Subject: Delegation of [Redacted] NDA

Good Morning [Redacted]

The Federal Bureau of Investigation has drafted a Non-Disclosure Agreement (NDA) that will be required [Redacted] as previously directed by [Redacted] shall coordinate the signing of these NDAs through the [Redacted] and require this NDA of [Redacted]. The NDA is entitled [Redacted] dated 3/24/11.

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[Redacted]

If there are any questions please do not hesitate to contact my office.

[Redacted]

[Redacted] acknowledgement of and compliance with the above stated policy:

[Redacted]

Date