If I can't get the document to me in a timely fashion, please have him give me a call on my cell [redacted] so I can at least have the information before we start negotiating our tasks... but please make every effort to get this in writing.
I confirm, that I want __________ for the project but:

This only for items that we did not already provide them, as I believe that we may have already __________. Also, I would like them to pay for any services needed for the __________ as well. These __________ would not become property of __________ at end of contract, and shall be F __________

This is my opinion, and think __________ will make final call on this.

----- Original Message ----- 
From: __________
To: __________
Subject: RE: __________

Hi __________

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

Please confirm.

Thanks,

----- Original Message ----- 
From: __________
Sent: Tuesday, August 24, 2010 4:52 PM
To: __________
Subject: FW: __________

I did not agree to __________ any of the __________. 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.
Please respond to [ ] about this.

Please review our attached request for [ ] delivery order.

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

Happy holidays,

From:

Sent: Thursday, December 17, 2009 12:00 PM
To:
Subject: RE: Recap of Discussions and Agreements at December 4th Meeting, etc.

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

From:

Sent: Thursday, December 17, 2009 8:06 AM
To:
Subject: Re: Recap of Discussions and Agreements at December 4th Meeting, etc.

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

Thanks.

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...

I told that you had spoken to about the condition language that you and I developed on at our meeting on November 23rd... and that they are willing to accept this language as the condition for the... I have reconfirmed that is fine with this language, but we think that the condition should.

We assume that has no issue with making that.

8/26/2010
Good Afternoon Mr. [Name]

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

Thank you again for your assistance,
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 comprise 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):

The briefing and execution of this Agreement was witnessed by ___________________________

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

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

Thanks I didn't want to proceed without your authorization to do so.

-----Original Message-----
From: [Name]
Sent: Wednesday, May 05, 2010 7:58 AM
To: [Name]
Cc: [Name]
Subject: RE: NDA

Good Morning

Yes, [Name] 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,

-----Original Message-----
From: [Name]
Sent: Tuesday, May 04, 2010 11:03 AM
To: [Name]
Cc: [Name]
Subject: FW: NDA
Importance: High

Good morning

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

Thanks so much,

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

"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."
----- Original Message ----- 
From: 
Sent: Monday, May 03, 2010 10:05 AM 
To: 
Cc: 
Subject: 

Here is the NDA, based on your pony, for employees working on [blurred]. 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,
From: [Redacted]  
Sent: Friday, April 16, 2010 11:40 AM  
To: [Redacted]  
Subject: FW: NDA's  
Attachments: NDA NDA.doc Employee NDA.doc  

SENSITIVE BUT UNCLASSIFIED  
NON-RECORD  

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

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

SENSITIVE BUT UNCLASSIFIED  
NON-RECORD  

Here are the soft copies. Thanks again for reviewing.

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

SENSITIVE BUT UNCLASSIFIED  
NON-RECORD  

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  

DATE 11-01-2012 BY 65179 DMH/KJ'S

NDA NDA (52 KB) Employee NDA.doc (30 KB...
NON-DISCLOSURE AGREEMENT

by and between

the Federal Bureau of Investigation and

Effective the day of , 2009, (“Receiving Party”), a corporation of the land 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 Proprietary, as defined below in Article II of this Agreement. Such disclosures are hereinafter referred to as Proprietary information, as defined below in Article II of this Agreement.

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 Receiving Party shall not constitute an endorsement of any such materials, technologies, equipment, products or processes. Such use shall not be construed as an
endorsement, nor imply, orally or in writing, that the
endorsees
any such materials, technologies, equipment, products or processes.

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.
Yes, we need to have the equipment transferred.

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

Thanks,

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

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

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

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

Thank you,

---

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

---

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Thank you for using the FedBid Marketplace! Please visit us again.

PLEASE DO NOT REPLY TO THIS EMAIL.

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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 you 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.

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 you 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 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, amount, 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)

☐ 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

The purpose of this modification is (1) to incorporate Letter 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 ☒ 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, remain unchanged and in full force and effect.

EXAMINER AND THE APPROVAL OF THE CONTRACTING OFFICER (If any)
## Transmission Verification Report

- **DATE** : 07/08/2011
- **TIME** : 13:37
- **FAX NO./NAME** : 000F6J3211760
- **SER. #** :

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### Amendment of Solicitation/Modification of Contract

**Mod 10**

**Effective Date** : Jul 6, 2011

**Administrated By** : Other than Issuer

**Code** :

**ADDR**

**NAME AND ADDRESS OF CONTRACTOR**

- **Full name and address**

- **Address**

**Code**

**Post Office Code**

**ZIP Code**

**Contractor**

**Code**

**FACILITY CODE**

- **Code**

### Amendment of Solicitation No.

**Effective Date**

- **Date** : Sep 15, 2009

### Important Notice

- **Contractor** is not required to sign this document and return copies to the issuing office.

---

**NOTE**

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers or as amended, in one of the following methods:
- (a) By completing Items 9 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 to acknowledge receipt of this amendment will result in rejection of your offer. If your offer is not received after the date specified, it may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and amendment, and is received prior to the opening hour and date specified.

**19.** This item only applies to modification of contracts/orders. It modifies the contract/order no. as described in Item 14.
<table>
<thead>
<tr>
<th>1. CONTRACT NO.</th>
<th>PAGE OF PAGES</th>
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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
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<tr>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. MODIFICATION REG. NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
<th>6. MODIFIED BY CODE</th>
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**Federal Bureau of Investigation**

Room 0652

15 Pennsylvania Ave. NW

Washington DC, 20534

6. NAME AND ADDRESS OF CONTRACTOR (inc. street, city, state and zip code)

7. AMENDMENT OF SOLICITATION NO.

8. MODIFICATION OF CONTRACT/ORDER NO.

9. MODIFIED BY (if other than item 6) CODE

10. DATED BESIDE ITEM 11

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

**ACCOUNTING AND APPROPRIATION DATA (if required)**

12. A. THIS AMENDMENT/MODIFICATION IS ENFORCED UNDER AUTHORITY OF FAR 43.103(a) Bilateral

**IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

13. DESCRIPTION OF AMENDMENT/MODIFICATION (describe by UDC section headings, including addition/contract subject matter where feasible.)

See Page 2 of 2 attached for details concerning addition of: revised price list, IP Asserters Letter, exercising of Option Year 1, and addition of FAR Clause 52.209-9.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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
7. ADMINISTERED BY (If other than 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.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.

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)

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) PAR 43.103(a) Bilateral

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 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.

F. NAME AND TITLE OF SIGNED (Type or print)

G. CONTRACTOR/OPFREDOR

H. DATE SIGNED

I. UNITED STATES OF AMERICA

J. DATE SIGNED

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

ALL INFORMATION CONTAINED HERIN IS UNCLASSIFIED
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>1. AMENDMENT/MODIFICATION NO.</th>
<th>2. EFFECTIVE DATE</th>
<th>3. REQUISITION/PURCHASE REQ. NO.</th>
<th>4. PROJECT NO. (IF APPROPRIATE)</th>
<th>5. CONTRACT NO.</th>
<th>6. AMENDED BY (IF OTHER THAN ITEM 6)</th>
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<tr>
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<td>09/15/10</td>
<td>Code</td>
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of 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 10, and returning copies of the amendments;
(b) By acknowledging receipt of this amendment on each copy of the offer submitted;
(c) By sending letter or telegram which includes a reference to the solicitation and amendments 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

☐ This change order is issued pursuant to (specify authority); the changes set forth in Item 14 are made in the Contract Order No. 10A.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

☐ This supplemental agreement is entered into pursuant to authority of FAR 43.103(a).

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return - 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by D/F section headings, including candidate/subject project major work classification).

The purpose of this modification is to incorporate the following: 1) Add 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 personal contributing to efforts under this contract shall sign the SF-866 NDA with an FBI employee as witness, preferably the Contracting Officer; 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:

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<th>Description</th>
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<td>15C.</td>
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(Signature of Person Authorized to Sign)
U.S. Department of Justice
Federal Bureau of Investigation
Washington, DC 20535
15 September 2010

Good Afternoon,

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

- [ ] will not provide documentation, specifications, drawings, source code, or prototypes, associated with our.

As such, requires Clause H-10 and Paragraph 2.6(i) be revised or deleted with respect to JP.

Per discussions at the above meetings, shall provide the following information for any:

1) Define product/item and all capabilities
2) Describe how this affects the requirements in the
3) Describe technical effects of this and any 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 should the FBI not decide to utilize the proposed
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.
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT NO. | PAGE OF PAGES | 1 | 2
---|---|---|---

**AMENDMENT INFORMATION**

- **Mod 1**
- **DATE** 09/14/10
- **CONTRACTING OFFICER**

**FEDERAL BUREAU OF INVESTIGATION**

Room 6052
515 Pennsylvania Ave. NW
Washington, DC 20532

**STATE AND ADDRESS OF CONTRACTING OFFICE**

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**DATE** 09/14/10

**X. AMENDMENT OF SOLICITATION NO.**

**b6**

**b7C**

**b3**

**b7E**

**b4**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- The above mentioned solicitation is amended as set forth in Item 14. The dates and time specified for receipt of Offerors are extended. Offerors must acknowledge receipt of this amendment prior to the time and date specified in the solicitation as amended, by one of the following methods:
- By completing Items B and C, and returning two copies of the amendment.
- By acknowledging receipt of this amendment on each copy of the offer submitted.

**12. ACCOUNTING AND APPROPRIATION DATA**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.**

**A. THE ABOVE AMENDED CONTRACT(ATION) IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in office, applicable date, etc.) SET FORTH IN ITEM 14, PENDANT TO THE AUTHORITY OF FAR 85.5033.**

**B. THE ABOVE MODIFIED CONTRACT(ATION) IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in office, applicable date, etc.) SET FORTH IN ITEM 14, PENDANT TO THE AUTHORITY OF FAR 85.5033.**

**C. THE ABOVE MODIFIED CONTRACT(ATION) IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in office, applicable date, etc.) SET FORTH IN ITEM 14, PENDANT TO THE AUTHORITY OF FAR 85.5033.**

**D. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

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

**F. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

**G. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

**H. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

**I. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

**J. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

**K. IMPORTANT:** Contractor is not required to sign this document and return copies to the issuing office.

See attached page for details.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: P.01/01
2. AMENDMENT/MODIFICATION NO.: Mod 7
3. EFFECTIVE DATE: 09/16/10
4. REQUIREMENT/PURCHASE REQ. NO.: (Specify authority)
5. PROJECT NO. (if applicable): 65179
6. CODE

2. ADMINISTERED BY (if other than item 8) CODE

7. Same as Item 6.

FACILITY CODE

3. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, state and zip code): Federal Bureau of Investigation

8. AMENDMENT OF SOLICITATION NO.

9. DATED (see item 11): 09/16/10

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (see item 11): 09/16/10

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 Offer(s) is extended, ☐ is not extended.

Offerors 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 10, and returning a copy 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided such 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 10.

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)

FA8 43.103(a) Bilateral

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return one copy 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 equipment to the above contract. Pricing and specifications per quote dated 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-86/88 NDA with an FBI employee as witness, preferably the COO; 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.

15. NAME AND TITLE OF CONTRACTING OFFICER (type or print)

16. DATE SIGNED: 9/16/10

17A. DATE SIGNED: 9/16/10

17B. DATE SIGNED: 9/16/10

Rec'd U.S. Dinner 09/16/10

Prescribed by GSA FAR (48 CFR) 53.242

NOTICE OF MODIFICATION

Preceding edition unusable

Item 11 is modified
### Amendment of Solicitation/Modification of Contract

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<td>09/14/10</td>
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<td>9A. Amendment of Solicitation No.</td>
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<td>9B. Dated (see item 11)</td>
<td>09/14/10</td>
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<td>10A. Modification of Contract/Order No.</td>
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<td>11. This item only applies to amendments of solicitations</td>
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<td>12. Accounting and Appropriation Data</td>
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**Contracting Officer**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

**Date:** 11-07-2012

**Page:** P.04
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
2. AMENDMENT/MODIFICATION NO.
   Mod 1
3. EFFECTIVE DATE
   09/16/10
4. REGULATION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)
6. ISSUED BY
   CODE

Federal Bureau of Investigation
Room 6833
935 Pennsylvania Ave. NW
Washington, DC 20530

7. NAME AND ADDRESS OF CONTRACTOR (name, street, city, state and zip code)

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8. DATED (SEE ITEM 11)
   09/16/10

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 11)

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:

☐ By completing Item 9 and 10, and returning ☐ a copy of the amendment;
☐ By acknowledging receipt of this amendment on each copy of the offer submitted;
☐ 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 changes may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is released 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 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)
   FAR 35.7 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 possible.)

Please see attached pages for details:

---

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15C. DATE SIGNED
   09/16/10

STANDARD FORM 30 (REV. 10-83)
Prescribed by OBA FAR (48 CFR) 53.243
Hello

Please find attached the 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

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.
I agree with the process, as outlined in the slides. Sorry I missed the conference call. Also, is going to physically sign a couple of the 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.

I hope you're feeling better,

Hi 

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

We look forward to receiving letter agreeing to this approach.

Thanks for the quick turnaround on this!!
Hello [Name]

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

**Contract Letter for this delivery**

[filename]

**Monthly Status Report (PE 11/26/10)**

[filename]

In addition, we are also including in this delivery:

**Contract Change Candidates Logs for [Name]**

[filename] has no change candidates at this time)

[filename] < [filename]  

If you have any questions, please contact [Name].
Hello,

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

- [Technical Proposal]
- [Technical Proposal]

We will also be mailing/FedExing the following:

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

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

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

Let’s keep our fingers crossed for the FAX working 😊

[Attachment]

[Signature]

12/16/2010
FW:

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

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

From: 
Sent: Wednesday, December 15, 2010 5:25 PM
To: 
Cc: 

Hi,

will send you this officially tomorrow but I know you need this and I didn’t want to delay getting it to you.

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.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>MODEL</th>
<th>DESCRIPTION</th>
<th>PRICE</th>
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Regards,

12/16/2010
Hi,

Here are a few questions we have regarding the price list. Can you provide pricing on the following items:

1) [Space for equipment and pricing details]

   - The FBI currently has [Space for equipment and pricing details]. This has been done in the past and we would like to know if this will also be an option under the new price list.

2) [Space for new price list and pricing details]

   - Under the previous price list, [Space for offered equipment and pricing details].

The new price list only identifies [Space for offered equipment and pricing details].

   - 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.

Thanks,

Hi,

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 [Space for name]

Thanks,

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.
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.

Please let me know the status of this request.

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

Here is the contact info you requested:

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 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!

4/13/2011
Hi,

Please find the attached 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 If any alterations are made to this original documentation we need to account for that through my office.

Thanks for your help and let me know if you have any questions,
Thanks for your help.
From: [Redacted]
Sent: Wednesday, September 15, 2010 11:52 AM
To: [Redacted]
Subject: RE: Proposals IP

Hi

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

I invested in the baseline protocol structure and design for the data below. The FBI recognizes this assertion of IP rights by [Redacted] however, any developments and product line in developments and product line are restricted/controlled by the FBI.

Upon prior written authorization from the FBI, may use these FBI developments and product line.”

Thank you for your assistance,

[Redacted]

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

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

IP assertions.pdf>

Thank you,

"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."
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 contract going, but generally our IAA funding is IPACed in whole by the receiving agency at the beginning of the effort.

If you intend to pull funds periodically from the PO advances, that should not be an issue. However, the PO 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,

Good Morning

I am a Contracting Officer assisting in the administration of the [redacted] Contract with [redacted] and sent a purchase order [redacted] in September to fund the effort. This purchase order. To my knowledge, work has begun on this project; however, [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?

Thank you for your assistance and have a good day,
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<th>Time</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<tr>
<td>8:30</td>
<td>Opening (introductions for new people)</td>
<td>Automated Connections</td>
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<tr>
<td>17:00</td>
<td>Recap &amp; Action Items</td>
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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;

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
  Ability to address
  is critical to
  operations.

- to address
  and proposed solution does not address this
  requirement.

- The proposed
Decision Criteria: Technical, Cost, Time

Cost

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

Time

- Delivery schedule of June 2012 to address of is not suitable to meet the needs of Bureau mission.

- shall be in full and this development effort is documented to Development starts late and FBI not willing to accept this risk.
Decision Criteria: Technical, Cost, Time

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

- Conclusion: Requirements sent March 10, 2010 with original request. Since that time have been identified by government
I don't have a problem with this going forward, but it should be on a per case basis, not global as requested. If they are working to get a new employee clearance and they sign our NDA, I don't see a problem with them being worked into the team on UNCLASSIFIED work. I would also like to have them report on the employee's status in the weekly status updates. I don't want it to become something they/we forget about over time. I want the 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 weekly reporting.

Per our recent conversation I wanted to expand and clarify the below request. We would like to include in our daily 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 task details and do not broach the subject of 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 will be allowed. Please confirm that this is in concert with your security guidelines and can be applied on a global basis to other employees/Tasks (i.e. an NDA'd individual without clearance can work unclassified aspects of Tasks).

Your concurrence in this matter is greatly appreciated.

Thanks,

We want to add a talented new masters graduate to the team who interned the past three summers at working on the baseline. He
signed the NDA last week and we are waiting for clearance to be granted. His experience with the baseline will allow him to hit the ground running on

During the interim period before his clearance arrives, will work exclusively on tasks that can be performed successfully without any knowledge of the system or any classified information. Specifically, he will focus on the baseline, implementing as well as working on the

Until receives his clearance he will only participate in select technical discussions and not the regular team meetings. He will be supervised in separate meetings conducted by our lead and our lead.

Would this work arrangement be acceptable to you?

Thanks in advance,
Long story short. I told that the only way he can get approval is to have the person under background (posses interim 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.

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

Hi

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

Thank you,

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

Hi

Thank you for approving for access to 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 during late June meeting in that individuals working only unclassified aspects of 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 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.

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

They are already working on a new request 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.

Good Morning,

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.

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] as referenced in Letter [redacted] on 10/15/10.

Thank you,

Hi,

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]
- [redacted]

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

Please let me know if you require further clarifications

Regards,

Good Morning

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.

Thank you and have a good day,
Please find attached letter regarding... 

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.

WARNING
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Good Morning,

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

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

[Redacted]

Acknowledgement of and compliance with the above stated policy:

Date